



## **Request for Proposals (RFP) for Long Term Disability Insurance Plan**

**County of San Bernardino  
Human Resources Department  
Employee Health and Productivity Program  
222 West Hospitality Lane, 3<sup>rd</sup> Floor  
San Bernardino, CA 92415-0013**

**RFP # HRD 07-001**

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## **I. INTRODUCTION**

### **A. Purpose**

The County of San Bernardino, hereafter referred to as the "County," is seeking proposals from interested and qualified organizations and firms to provide Long Term Disability (LTD) Insurance to all its qualified employees.

### **B. Period of Contract**

The term of any contract awarded as a result of this Request for Proposals will be for three (3) years beginning on January 24, 2007 and ending on January 23, 2010. The County has the exclusive right to renew the contract for an additional three-year period, beginning on January 24, 2010 and ending on January 23, 2013.

### **C. Minimum Proposer Requirements**

All Proposers must:

1. Be affiliated with a legal business authorized to do business in the State of California and provide documentation to this effect in the proposal.
2. Have specific expertise in providing LTD benefits to large employer groups (in excess of 1,000 employees).
3. Provide a minimum of three (3) references of 1,000 employees or more for each type of coverage for which your organization is quoting to demonstrate specific expertise in providing like services to these groups.
4. Be able to meet the Scope of Services requirements outlined in Section IV, Scope of Work, of this RFP and meet other presentation and participation requirements listed in this RFP (e.g. interview, on-site visit, or negotiations).
5. Provide a minimum of three (3) current references of 1,000 employees or more for each type of coverage for which your organization is quoting. Provide name, address, title, company and phone number for each contact.
6. Provide any references of 1,000 employees or more who have recently terminated your organization for each type of coverage for which your organization is quoting. Provide name, address, title, company and phone number for each contact.
7. Agree to comply with all of the County's contractual terms and conditions as shown in Exhibit 1, Contract Requirements, of this RFP or provide

specific concerns regarding Standard Contract Requirements contained in Exhibit 1.

**D. Correspondence**

All written correspondence and other communications, **including proposals**, are to be submitted to:

Rebecca Ellis  
Aon Consulting  
299 South Main Street  
Suite 1700  
Salt Lake City, UT 84111  
Rebecca\_Ellis@aon.com  
Fax: (208) 552-6693

**E. Admonition to Proposers**

As of the issuance of this RFP, Proposers are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFP can be presented in writing as indicated in Paragraph D above.

**F. Questions**

Questions regarding the contents of this proposal must be submitted in writing (via email or facsimile) on or before 4:00 p.m. (Standard Pacific Time) on October 6, 2006 and directed to the individual listed in Section I, paragraph D. Questions submitted will be answered and posted to the County website at: <http://www.co.san-bernardino.ca.us/rfp/> no later than 5:00 p.m. on October 10, 2006.

**G. Proposal Submission Deadline**

All proposals must be received at the address listed above no later than **4:00 p.m.** (Standard Pacific Time) **on October 17, 2006**. Facsimile transmitted proposals will not be accepted. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be considered. One (1) original electronic **copy of the proposal must be sent via e-mail**.

Rebecca Ellis  
Aon Consulting  
299 South Main Street  
Suite 1700  
Salt Lake City, UT 84111  
Rebecca\_Ellis@aon.com  
Fax: (208) 552-6693

## II. PROPOSAL TIMELINE

- |  |  |
|--|--|
| 1. Release of RFP                                      | September 12, 2006                                     |
| 2. Deadline for submission of questions                | 4:00 p.m. (Standard Pacific Time),<br>October 6, 2006  |
| 3. Tentative date for electronic response to questions | October 10, 2006                                       |
| 4. Deadline for proposals                              | 4:00 p.m. (Standard Pacific Time),<br>October 17, 2006 |
| 5. Interview date (If necessary)                       | November, 2006   |
| 6. Approval by Board of Supervisors                    | December, 2006 (tentative)                             |
| 7. Effective date                                      | January 24, 2007 (tentative)                           |

The project timetable is subject to change at the sole discretion of the County and/or Aon. Addendums, revisions, changes will be posted to the County website at: <http://www.co.san-bernardino.ca.us/rfp/>. **Please note that all Proposers are expected to have the appropriate staff available for finalist presentations (Interview date) as indicated above.**

### **III. PROPOSAL CONDITIONS**

#### **A. Contingencies**

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County also reserves the right to terminate or cancel this RFP at any time if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County terminates this RFP or rejects all proposals.

#### **B. Modifications**

The County reserves the right to issue addenda or amendments or change the timelines to this RFP. All firms providing a RFP would be notified in writing of any modifications made by the County to this RFP.

#### **C. Acceptance or Rejection of Proposals**

Proposals shall remain open, valid and subject to acceptance up to 180 days from opening date.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County.

#### **D. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposers' responsibility to ensure that their proposals arrive on or before the specified date and time.

#### **E. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request, and Proposer agrees that all costs incurred in developing its proposal are the Proposer's responsibility.

#### **F. Improper Consideration**

Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, group of employees or agent of the County in an attempt to secure favorable treatment or consideration regarding the award of this proposal.

Proposer shall immediately report any attempt by a County officer, employee, group of employees or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office.

The County, by written notice, may immediately terminate or reject any proposal or terminate any contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraphs was offered to any officer, employee, group of employees or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall also apply to any amendment, extension or evaluation process once a contract has been awarded.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

#### **G. Negotiations**

The County may require the Proposer(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their proposals as may result from negotiations.

#### **H. Final Authority**

The final authority to award contracts as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

### **IV. SCOPE OF WORK**

#### **A. Definitions**

1. **The Board.** The Board of Supervisors of the County of San Bernardino is the policy making body of the County and is responsible for the review and approval of all service agreements and/or contracts with the County.
2. **Contractor.** The Proposer(s) selected by the County to provide LTD insurance as a result of this Request for Proposals.
3. **County.** The County of San Bernardino is a local governmental agency in Southern California.
4. **Employee Benefits and Services Division (EBSB).** A division of the County's Human Resources Department responsible for the design,

implementation, and on-going administration of the County's various employee benefit plans and programs.

5. **Employee Benefits Advisory Committee (EBAC).** A labor/management committee charged with the responsibility to review and recommend new and/or changes to current employee benefit plans and programs. The Committee was established in 1995 by an agreement between labor and management for the purpose of improving their negotiations for employee benefit plans and programs.
6. **Exempt Employee.** The County uses this term to mean all officials, employees and their eligible dependents who are provided County Exempt Group Benefits. They include elected County officials and their staff, County Administrative Officer and staff, County Counsel and staff, department heads and their secretaries, departmental division chiefs, and Human Resources officers/analysts and division secretaries for the Department of Human Resources.
7. **Proposer.** Any private for-profit organization, private non-profit organization, corporation, individual, or other public or private agency or institution(s) submitting a proposal in response to the Request for Proposals for Employee Assistance Program and Outpatient Mental Health Services, RFP # HRD 07-001.

## **B. Background**

San Bernardino County encompasses approximately 20,000 square miles, the largest county in the Continental United States. It borders Los Angeles, Riverside, and Kern Counties and the States of Arizona and Nevada. Current population is over 1.7 million, the majority of which are located in the southwest portion of the County. In order to provide adequate service to its citizens, the County has offices located throughout the County, often separated by extensive distances.

The County provides an array of comprehensive benefit plans and programs to approximately 19,000 employees plus their eligible dependents. LTD Insurance has been offered to Exempt employees since 1985. Currently there are approximately 600 employees enrolled in this plan. The plan is 100% paid for by the employer. This program is currently offered on a fully insured basis through Cigna Group Insurance.

The County is committed to providing its employees with comprehensive, high quality and cost-effective employee benefit plans and programs that provide optimum value to both the County and its employees. Hence, the County solicits proposals every three (3) years for its benefit programs to insure this commitment is met. The County expects providers to help stabilize and control plan costs while maintaining future cost increases in this manner.



To assist you in preparing your proposal, the following exhibits are included in this RFP:

- Exhibit 1 – Standard Contract Requirements
- Exhibit 2 – Electronic RFP in Microsoft Excel
- Exhibit 3 – Utilization Information
- Exhibit 4 – Current LTD Policies
- Exhibit 5 -- Census Data

## V. PROPOSAL SUBMISSION REQUIREMENTS

### A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all appendices, exhibits, attachments, and addendum (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format requested. **Electronic responses in the provided format are required, and failure to submit the electronic RFP will result in your bid not being considered.** Supplemental materials may be submitted in hard copy if desired. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects. A proposal may not be considered if it is conditional or incomplete. All carriers wishing to quote must also quote on an alternative plan with an elimination period of 180 days in addition to the current plan design.
4. All proposals and materials submitted become the property of the County for their use and disposition. All proposals received are subject to the California Public Records Act.
5. Your organization will be bound by the terms and conditions of the original proposal that is submitted to Aon on behalf of the County by your organization, as well as any follow-up information or correspondence transmitted to the County or Aon during the proposal process. All material submitted during the proposal process becomes the property of the County.

6. If any Proposer, in his/her response, has trade secrets or other information that is proprietary by law, the Proposer must notify the County of its request to keep said information confidential. This request must be made in writing and attached to the envelope containing the proposal response. The proprietary or confidential data shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response. The County will review this request and notify the Proposer in writing of its decision as to whether confidentiality can be maintained under law, in the event a public records request is made for the Proposer's response. The County shall not in any way be liable or responsible for the disclosure of any such records, or parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.
7. Your organization will respond to all questions in their entirety. Your questionnaire responses should include a re-statement of the question followed by your response. Do not refer to attachments unless requested. The enclosed diskette contains the RFP questions for your convenience in responding.
8. Provide three (3) current references of 1,000 employees or more for each type of coverage for which your organization is quoting. Provide name, address, title, company, and phone number for each contact. Also, provide the same information any clients who have recently terminated your organization for each type of coverage for which your organization is quoting. References should be returned with your signature below.
9. Your organization must maintain full and accurate records with respect to all matters and services provided to the County.
10. The contents of the proposal of the successful Proposer will become contractual obligation, and failure to accept these obligations in a contract may result in cancellation of the award.
11. Your organization must provide a draft contract to the County by October 19, 2006 subject to any changes required by the County.
12. Contractor must provide a list of and the resumes of the individuals who will provide services to the County. These individuals will be designated "key personnel" and may not be removed from County transactions or projects without the written approval of the County. An individual who will be the main contact person must also be identified. If the main contact person will be unavailable to the County for more than three (3) days, another person must respond to the County within two (2) County business days.
13. Former County Officials. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners associates or members of the

business. The list should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the Request for Proposals being deemed non-responsive.

#### **B. Rates & Services**

1. All rates must be guaranteed for at least three (3) years and cannot be adjusted unless requested/approved by the County.
2. All rates should **exclude commissions, overrides and/or any contingent compensation.**
3. Proposals must be prepared using the current plan designs provided in Section VIII. Any deviations from these plan designs must be due to inability to match requested design ***and be accompanied by a side-by-side comparison of benefits and/or deviations report.***
4. All exhibits contained in each section must be completed in their entirety for each type of coverage for which you are quoting.
5. Proposal must quote services for a LTD plan.
6. The current carrier will be responsible for any disabilities commencing prior to the effective date of the new plan.
7. Your Company agrees to underwrite the takeover of this program for any who enroll on a no-loss/no-gain basis for active employees and employees on leave of absence. Any actively-at-work and evidence of insurability requirements must be waived, as well as any pre-existing condition limitations that may apply, to any person covered as of January 23, 2007. Please confirm your agreement to this.
8. You must accept the current enrollment or participation levels.

#### **C. Proposal Format**

Response to this Request for Proposals (RFP) must be submitted in the Excel format provided. Additional or supplemental materials may be submitted either electronically or physically via mail.

## **IX. PROPOSAL EVALUATION AND SELECTION**

### **A. Evaluation Process**

Proposals will be evaluated in part based on the County's and Aon's rating of your answers to the Questionnaire and proposed rates. A primary consideration shall be the effectiveness of the Proposer to deliver the programs described in this RFP.

The Employee Benefits Advisory Committee (EBAC) will review the proposals and interview the top Proposers. EBAC will recommend the proposal that best meets County employees' needs. The Human Resources Director will make the final recommendation to the Board of Supervisors for contractual consideration and approval.

### **B. Evaluation Criteria**

1. Initial Review. All proposals will be initially evaluated to determine if they meet all of the requirements as stated in this RFP, including the Minimum Proposer Requirements as outlined in Section I, Introduction, Subsection C.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Financial Review. All financial data submitted as part of the Proposal will be reviewed by the County's Auditor/Controller for financial stability. This determination will be on a pass/fail basis.
3. Technical Review. Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
  - a. Qualifications and experience in providing Fully Insured LTD Programs to similar employer groups, including claims payment, and other service considerations.
  - b. Procedures and systems for record keeping and other aspects of the firm's business operations.
  - c. The range and quality of services offered.
  - d. Performance standards and guarantees regarding services to be offered.

- e. Cost of services provided.
- 4. Interview. Proposers selected as finalists based on the initial and technical review of their proposal may be asked to attend an interview during which time they will be asked questions that will further clarify their ability to meet the County's program needs.
- 5. Final Selection. Final selection will be based on determining which proposal will best meet the needs of the County as described in this RFP.

**C. Disputes Relating to RFP Response Process**

In the event a dispute arises concerning the RFP process, the party wishing resolution of the dispute shall submit a request in writing to the Director of Human Resources. The Director of Human Resources or his/her designee shall consider the request and respond in writing within ten (10) days. Failure to do so waives any objection. The Director of Human Resources shall consider any matter appealed at a hearing within thirty (30) days. The decision of the Director of Human Resources shall be final with respect to matters of fact.

All appeals must be submitted to:

Andrew L. Lamberto, Director  
County of San Bernardino  
Human Resources Department  
Attn: RFP # HRD 07-001  
157 West Fifth Street, First Floor  
San Bernardino, CA 92415-0440

Grounds for an appeal are that the County failed to adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds.

## **EXHIBIT I      STANDARD CONTRACT REQUIREMENTS**

- A. General.** The firm(s) selected may be required to agree to the terms contained below. If Proposers have any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.
1. **Representation of the County.** In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.
  2. **Contractor Primary Contact.** The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify County when the primary contact will be unavailable/out of the office for three (3) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.
  3. **Change of Address.** Contractor shall notify the County in writing of any change in mailing address within ten (10) days of the address change.
  4. **Contract Assignability.** Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
  5. **Subcontracting.** Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
  6. **Copyright.** County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract,

must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

7. **Attorney Fees and Costs.** Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under this Contract.
8. **Conflict of Interest.** Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including Section 23-602 (Code of Conduct) of Chapter 23-600 of the CDSS Manual of Policies and Procedures. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Agreement.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

9. **Confidentiality.** Contractor acknowledges that all information made available by the County about its employees is confidential. Contractor agrees that it will not distribute, disclose or release to any third party any such information except as may be necessary to the performance of services hereunder either during or at any time after the term of the Contract, except upon the prior written approval of the County.
10. **Records.** Contractor shall maintain all records and management books pertaining to accountability for Contract performance. Records should include, but are not limited to, fiscal records and shall be kept in accordance with generally accepted accounting principles.

All records shall be complete, current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

11. **Licenses and Permits.** Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Contract.
12. **Recycled Product Procurement Policy.** Contractor agrees to comply with the County's Recycled Product Procurement Policy No. 11-17, which states, "It is County policy to promote the development of markets for recycled and recyclable products by establishing preferential purchase programs applicable to San Bernardino County departments, consultants, contractors, and other entities or organizations doing business with the County."
13. **Americans with Disabilities Act.** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
14. **Notification.** In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one (1) working day, in writing and by telephone to the County.
15. **Contract Amendments.** Contractor agrees any amendments, alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the County Board of Supervisors or designee.
16. **Venue.** The venue of any action or claim brought by any party to enforce the provisions of this Contract shall be San Bernardino County. Each party hereby waives any law or rules of the court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.
17. **Key Personnel.** Contractor must provide a list of and the resumes of the individuals who will provide services to the County. These individuals will be designated "key personnel" and may not be removed from County transactions or projects without the written approval of the County. An individual who will be the main contact person must also be identified. If the main contact person will be unavailable to the County for more than three (3) days, another person must be designated as a contact for the County for that period. Key personnel must respond to the County within two (2) County business days.



18. **Invoices.** Contractor shall provide County itemized monthly invoices, in arrears, for services performed under this Contract within twenty (20) days of the end of the previous month.
19. **Delinquency of Payments.** Contractor agrees to a 60-day grace period before County payments are considered delinquent.
20. **Prepayment of Claims, Premiums or Fees.** Contractor agrees that no prepayment of claims, premiums or fees will be required at any time.
21. **Ownership of Documents.** All documents, data, products, graphics, computer programs, and reports prepared by Contractor pursuant to this Contract shall be considered property of the County upon payment for services. All such items shall be delivered to the County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.
22. **Release of Information.** No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with County may be made or used without prior written approval of the County.
23. **Right to Monitor and Audit.** The County shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

All records pertaining to services delivered and all fiscal, statistical, and management books and records shall be available for examination and audit by County representatives for a period of three (3) years after final payment under the Contract or until all pending County, state and federal audits are completed, whichever is later.

- B. Inaccuracies or Misrepresentations.** If, in the course of the RFP process or in the administration of a resulting contract, the County determines that Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, Proposer may be terminated from the RFP process or, in the event a contract has been awarded, the contract may be immediately terminated.

- C. Indemnification and Insurance Requirements.**

1. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claims therefore, except where such indemnification is prohibited by law.
2. **Insurance.** Without in any way affecting the indemnity herein provided and in addition thereto, Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:
  - a. Worker's Compensation - A program of Worker's Compensation Insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability with two hundred fifty thousand dollars (\$250,000) limits, covering all persons providing services on behalf of Contractor and all risks to such persons under this Contract.
  - b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
  - c. Errors and Omissions Liability Insurance - Combined single limits of one million dollars (\$1,000,000) for bodily injury and property damage, and three million dollars (\$3,000,000) in the aggregate; or
  - d. Professional Liability - Professional liability insurance with limits of at least one million dollars (\$1,000,000) per claim.
3. **Additional Named Insured.** All policies, except for Worker's Compensation, Errors and Omissions, and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
4. **Waiver of Subrogation Rights.** Except for Errors and Omissions and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and sub-contractors.
5. **Policies Primary and Non-Contributory.** All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. **Proof of Coverage.** Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder; these certificates shall provide that such insurance shall not be terminated or expired without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Contractor shall furnish certified copies of the policies and all endorsements.
7. **Insurance Review.** The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of the past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

#### **D. Contract Compliance**

Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County Emerging Small Business Enterprise Policy 11-15, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Small Business Development Manager of the County of San Bernardino at (909) 387-2165.

#### **E. Gratuity**

Contractor shall not offer or otherwise distribute any bonus, gratuity or other payment to subscribers or groups of subscribers for the purpose of inducing enrollment or to

existing subscribers or groups of subscribers for the purpose of inducing the continuation of enrollment.

**F. Termination of Contract.** The termination of any Contract(s) issued as a result of this RFP shall be subject to the provisions of the following:

1. The County may immediately terminate after notice of material breach is sent to the Contractor and the breach is not cured within fifteen (15) business days of receipt of such notice. For the purpose of the Contract, the term “material breach” shall be defined to mean the failure of Contractor to perform all of its obligations under the Contract.
2. The Contract may be terminated by the County without cause upon thirty (30) calendar days prior written notice to the other party. All fees and charges incurred prior to termination will become due and payable within thirty (30) working days of the County's receipt of an invoice.
3. The Director of Human Resources has full discretion and authority to exercise County termination rights under the Contract.

**G. Final Approval**

Any contract resulting from this RFP will be awarded by final approval of the San Bernardino County Board of Supervisors.

### LTD Exempt census data

| As Of    | ID    | Sex | Birthdate  | Job Title                       | Comp Rate | Elig Fld 1 | Hire Date  | Std Hrs /Wk |
|----------|-------|-----|------------|---------------------------------|-----------|------------|------------|-------------|
| 7/7/2006 | A0045 | M   | 5/27/1957  | Sheriff's DeputyChief           | 67.42     | EXC_SAF    | 2/20/1978  | 40          |
| 7/7/2006 | B5994 | F   | 2/18/1954  | Director of Personnel           | 54.79     | CRT_EXB    | 9/22/2001  | 40          |
| 7/7/2006 | B8241 | F   | 2/20/1960  | Assistant Assessor              | 48.23     | EXB        | 6/15/2002  | 40          |
| 7/7/2006 | A0409 | F   | 11/22/1952 | Deputy Director DAAS            | 44.81     | EXC        | 9/3/1985   | 40          |
| 7/7/2006 | C3329 | F   | 12/6/1976  | Human Resources Analyst I       | 28.79     | EXD        | 5/28/1996  | 40          |
| 7/7/2006 | A0127 | F   | 7/12/1953  | Administrative Aide (K)         | 27.4      | EXC        | 8/25/1980  | 40          |
| 7/7/2006 | A0621 | M   | 11/25/1951 | Director of Arch & Engineering  | 61.88     | EXB        | 11/27/2004 | 40          |
| 7/7/2006 | A1159 | F   | 7/15/1963  | Executive Secretary III -Class  | 25.5      | EXD        | 2/6/1984   | 40          |
| 7/7/2006 | C8128 | M   | 1/10/1983  | Cont Field Rep 1st District     | 30.83     | OTH_EXM    | 1/8/2005   | 20.5        |
| 7/7/2006 | A1385 | F   | 1/31/1957  | Chief Learning Officer          | 41.61     | EXC        | 4/19/1993  | 40          |
| 7/7/2006 | A0447 | F   | 8/17/1963  | Chief District Attorney Admin   | 43.74     | EXC        | 1/31/1998  | 40          |
| 7/7/2006 | A0659 | F   | 4/24/1965  | Executive Secretary II          | 23.69     | EXD_C07    | 8/19/1985  | 40          |
| 7/7/2006 | A0615 | F   | 3/15/1955  | Superior Court Commissioner     | 61.35     | CTC        | 9/30/1996  | 40          |
| 7/7/2006 | A2011 | F   | 4/26/1972  | Executive Secretary II          | 22.01     | EXD_C07    | 8/15/1998  | 40          |
| 7/7/2006 | A0830 | M   | 11/1/1964  | Ast Cty Administrative Officer  | 85.35     | EXA        | 3/25/2000  | 40          |
| 7/7/2006 | A1131 | M   | 5/20/1952  | Deputy Chief Probation Officer  | 48.23     | EXC        | 2/3/1986   | 40          |
| 7/7/2006 | A0909 | F   | 5/30/1960  | Executive Secretary II          | 20.47     | EXD_C07    | 1/20/1995  | 40          |
| 7/7/2006 | O0812 | F   | 8/6/1966   | Human Resources Analyst Trainee | 25.97     | EXD_C07    | 5/22/1998  | 40          |
| 7/7/2006 | A1001 | F   | 3/3/1950   | Executive Secretary II          | 23.69     | EXD_C07    | 5/19/1975  | 40          |
| 7/7/2006 | A1939 | M   | 9/14/1952  | Chief Environmental Health Svc  | 55.96     | EXC        | 5/23/1998  | 40          |
| 7/7/2006 | A1059 | F   | 3/17/1962  | Asst Dir of BehavioralHealth    | 55.96     | EXC        | 1/4/1988   | 40          |
| 7/7/2006 | B0176 | F   | 12/3/1963  | County Counsel Paralegal        | 26.75     | EXD_C07    | 3/14/1998  | 40          |
| 7/7/2006 | T1153 | F   | 11/24/1958 | Human Resources Officer III     | 48.23     | EXC        | 7/21/1980  | 40          |
| 7/7/2006 | B3691 | M   | 11/29/1965 | ExecDir/ChiefInvestmentOfcr     | 101.02    | EXA        | 12/5/1998  | 40          |
| 7/7/2006 | B0410 | F   | 5/31/1960  | Court Executive Assistant       | 30.36     | CRT_EXD    | 4/8/1991   | 40          |
| 7/7/2006 | B0505 | M   | 12/26/1958 | Deputy County Counsel V         | 66.51     | EXC        | 10/2/1989  | 40          |
| 7/7/2006 | A2101 | M   | 5/29/1965  | Deputy County Counsel IV        | 61.76     | EXC        | 4/10/1999  | 40          |
| 7/7/2006 | B3324 | F   | 11/13/1959 | Executive Secretary III -Class  | 25.5      | EXD        | 6/24/1995  | 40          |
| 7/7/2006 | B0637 | F   | 3/24/1945  | Supvg Deputy County Counsel     | 68.17     | EXC        | 2/27/1989  | 40          |
| 7/7/2006 | A6135 | F   | 6/7/1963   | Deputy County Counsel IV        | 61.76     | EXC        | 3/25/2000  | 40          |

|          |       |   |            |                                |       |         |            |    |
|----------|-------|---|------------|--------------------------------|-------|---------|------------|----|
| 7/7/2006 | B0763 | M | 3/14/1949  | Undersheriff                   | 83.98 | EXB_SAF | 1/1/1973   | 40 |
| 7/7/2006 | B0857 | M | 4/27/1960  | Sheriff's Captain              | 59.38 | EXC_SAF | 4/30/1984  | 40 |
| 7/7/2006 | B0827 | F | 11/30/1948 | Chief Deputy District Attorney | 75.25 | EXC     | 12/28/1981 | 40 |
| 7/7/2006 | C8510 | M | 1/15/1962  | BG Deputy Chief, Water&WasteMg | 54.84 | EXS_EXB | 2/19/2005  | 40 |
| 7/7/2006 | B0992 | F | 1/2/1956   | BG Division Manager Emrg Svcs  | 48.64 | EXS_EXB | 12/24/1983 | 40 |
| 7/7/2006 | B8068 | M | 10/7/1952  | BG DivMgrBudget/Finance        | 48.51 | EXS_EXB | 5/4/2002   | 40 |
| 7/7/2006 | C4610 | F | 6/22/1961  | Cont SBIAA Clerk o/t Board/ISA | 28    | EXC     | 8/9/2003   | 40 |
| 7/7/2006 | B9666 | M | 5/9/1964   | Elective Board of Supervisors  | 47.63 | ELC     | 12/2/2002  | 40 |
| 7/7/2006 | 10052 | M | 2/9/1969   | Deputy County Counsel IV       | 61.76 | EXC     | 1/2/1999   | 40 |
| 7/7/2006 | B1463 | F | 3/29/1958  | Deputy County Counsel V        | 66.51 | EXC     | 10/16/1989 | 40 |
| 7/7/2006 | B3276 | F | 11/28/1961 | Sheriff's Financial Manager    | 43.74 | EXC     | 11/3/1990  | 40 |
| 7/7/2006 | B8826 | F | 10/2/1979  | Cont IHSSPA Exec Secretary II  | 23.11 | EXC     | 8/10/2002  | 40 |
| 7/7/2006 | B1687 | M | 10/7/1952  | BG Budget Officer              | 33.95 | EXS_EXD | 3/19/1984  | 40 |
| 7/7/2006 | B1749 | F | 6/6/1956   | Dep Director Transitional Asst | 37.67 | EXC     | 3/24/1980  | 40 |
| 7/7/2006 | C6474 | F | 10/4/1982  | Field Representative           | 28.79 | EXB     | 5/29/2004  | 40 |
| 7/7/2006 | B1810 | M | 12/8/1954  | Sheriff's Captain              | 59.38 | EXC_SAF | 4/4/1977   | 40 |
| 7/7/2006 | C7918 | M | 5/10/1965  | Cont Consortium IV Manager     | 63.1  | OTH_EXM | 1/8/2005   | 40 |
| 7/7/2006 | B1853 | F | 8/7/1951   | Court District Manager         | 45.02 | CRT_EXC | 7/7/1986   | 40 |
| 7/7/2006 | D4239 | F | 6/11/1965  | Public Defender                | 82.7  | EXB     | 3/18/2006  | 40 |
| 7/7/2006 | B4672 | F | 5/20/1958  | Executive Secretary II         | 19.5  | EXD_C07 | 6/16/2001  | 40 |
| 7/7/2006 | C5436 | F | 9/8/1981   | Cont Spec Projects Coord 2nd   | 17.24 | OTH_EXM | 1/10/2004  | 40 |
| 7/7/2006 | C6508 | M | 10/2/1951  | Superior Court Commissioner    | 61.35 | CTC     | 6/26/2004  | 40 |
| 7/7/2006 | C6890 | F | 1/2/1975   | Executive Secretary II         | 19.5  | EXD_C07 | 8/7/2004   | 40 |
| 7/7/2006 | B3779 | F | 9/8/1949   | Juvenile Court Officer         | 40.42 | CJO     | 11/7/1998  | 40 |
| 7/7/2006 | B2168 | M | 3/5/1955   | BG Fire Marshal                | 49.4  | EXS_EXB | 1/21/1979  | 40 |
| 7/7/2006 | B4089 | M | 9/5/1957   | BG CSA70Communication Director | 48.64 | EXS_EXB | 5/9/1998   | 40 |
| 7/7/2006 | B3796 | F | 5/16/1965  | Sheriff's Administrative Manag | 40.58 | EXC     | 2/10/1990  | 40 |
| 7/7/2006 | A2660 | F | 3/5/1976   | Administrative Analyst III     | 44.81 | EXC     | 6/5/1999   | 40 |
| 7/7/2006 | B2528 | M | 1/29/1953  | Sheriff's Captain              | 59.38 | EXC_SAF | 6/28/1976  | 40 |
| 7/7/2006 | B9610 | M | 5/14/1972  | Cont Chief of Staff 2nd Dist   | 50.68 | EXB     | 11/19/2002 | 40 |
| 7/7/2006 | C8036 | F | 5/19/1951  | Director of Child Support      | 66.67 | EXB     | 2/5/2005   | 40 |
| 7/7/2006 | B3478 | F | 4/10/1971  | Human Resources Analyst I      | 32.55 | EXD     | 9/16/1995  | 40 |
| 7/7/2006 | R2385 | F | 2/5/1969   | Executive Secretary II         | 23.69 | EXD_C07 | 9/12/1998  | 40 |

|          |       |   |            |                                |       |          |            |      |
|----------|-------|---|------------|--------------------------------|-------|----------|------------|------|
| 7/7/2006 | B3968 | M | 6/15/1974  | Cont IVDA Assistant Director   | 50.29 | EXB      | 9/15/2005  | 40   |
|          |       |   |            |                                |       | EXS_EXCS |            |      |
| 7/7/2006 | B3966 | M | 4/17/1960  | BG Co Fire Dept Battalion Chf  | 39.28 | AF       | 12/12/1998 | 40   |
|          |       |   |            |                                |       | EXS_EXCS |            |      |
| 7/7/2006 | B3027 | M | 12/19/1962 | BG Co Fire Dept Battalion Chf  | 45.58 | AF       | 9/12/1998  | 40   |
| 7/7/2006 | D1182 | F | 8/28/1969  | Human Resources Analyst I      | 27.4  | EXD      | 5/7/1990   | 40   |
| 7/7/2006 | C9067 | F | 2/17/1985  | Cont Spec Proj Coord 2nd Dist  | 14.16 | OTH_EXM  | 4/30/2005  | 20.5 |
| 7/7/2006 | C3092 | F | 9/27/1972  | Treas/Tax Coll Project Admin   | 30.98 | EXC      | 10/7/1991  | 40   |
| 7/7/2006 | C0006 | F | 8/11/1961  | Executive Secretary II         | 23.11 | EXD_C07  | 9/29/1986  | 40   |
| 7/7/2006 | D4099 | F | 4/17/1951  | Executive Secretary II         | 19.96 | EXD_C07  | 3/4/2006   | 40   |
| 7/7/2006 | C0153 | M | 2/12/1950  | Chief Appraiser                | 48.23 | EXC      | 11/12/1973 | 40   |
| 7/7/2006 | C0221 | F | 6/5/1942   | BG Rec/Park District Manager   | 35.72 | EXS_EXC  | 7/5/1975   | 40   |
| 7/7/2006 | C0264 | F | 2/8/1960   | Sheriff's SpecialAssistant     | 31.75 | EXC      | 9/26/1979  | 40   |
| 7/7/2006 | C7759 | M | 6/22/1977  | Bd of Supervisor's Admn Anlyst | 42.66 | EXB      | 11/13/2004 | 40   |
| 7/7/2006 | C0278 | M | 9/17/1957  | Sheriff's Captain              | 59.38 | EXC_SAF  | 9/23/1978  | 40   |
| 7/7/2006 | C0684 | F | 6/7/1970   | Exec Sec Board of Supervisors  | 22.01 | EXC      | 4/30/2005  | 40   |
| 7/7/2006 | B9172 | F | 1/4/1964   | Deputy County Counsel IV       | 61.76 | EXC      | 10/5/2002  | 40   |
|          |       |   |            |                                |       | EXS_EXCS |            |      |
| 7/7/2006 | C0471 | M | 7/17/1959  | BG Co Fire Dept Battalion Chf  | 43.39 | AF       | 7/26/2003  | 40   |
| 7/7/2006 | C9998 | F | 12/28/1965 | Human Resources Officer I      | 34.2  | EXC      | 9/3/2005   | 40   |
| 7/7/2006 | C8787 | F | 11/6/1981  | Court Budget Analyst           | 28.21 | CRT_EXD  | 4/16/2005  | 40   |
| 7/7/2006 | C0409 | M | 9/14/1951  | Sheriff's Captain              | 59.38 | EXC_SAF  | 9/5/1981   | 40   |
| 7/7/2006 | C0550 | F | 3/8/1956   | County Counsel Lead Secretary  | 25.5  | EXD_C07  | 6/12/1993  | 40   |
| 7/7/2006 | C0582 | M | 4/19/1958  | Sheriff's Captain              | 59.38 | EXC_SAF  | 11/27/1978 | 40   |
| 7/7/2006 | A8402 | M | 6/29/1954  | Board of Suprvs Systems Analys | 31.75 | EXD      | 10/7/2000  | 40   |
| 7/7/2006 | C0708 | M | 10/8/1955  | Sheriff's Captain              | 51.85 | EXC_SAF  | 10/31/1983 | 40   |
| 7/7/2006 | C0659 | M | 1/13/1949  | Sheriff's DeputyChief          | 67.42 | EXC_SAF  | 9/5/1981   | 40   |
| 7/7/2006 | C0742 | M | 3/30/1951  | Administrative Analyst III     | 44.81 | EXC      | 8/27/1979  | 40   |
| 7/7/2006 | D1853 | F | 10/9/1975  | Field Representative           | 35.02 | EXB      | 11/7/1998  | 40   |
| 7/7/2006 | C3180 | F | 2/24/1950  | LAFCO Clk to Commis/Office Mgr | 30.24 | EXC      | 5/18/1992  | 40   |
| 7/7/2006 | 10100 | F | 7/30/1969  | Executive Secretary III -Class | 23.11 | EXD      | 1/2/1999   | 40   |
| 7/7/2006 | C0989 | F | 4/10/1955  | Deputy Director DAAS           | 37.67 | EXC      | 7/31/1978  | 40   |

|          |       |   |            |                                |        |                |            |      |
|----------|-------|---|------------|--------------------------------|--------|----------------|------------|------|
| 7/7/2006 | W2566 | F | 12/24/1972 | Human Resources Analyst I      | 30.98  | EXD            | 5/23/1997  | 40   |
| 7/7/2006 | A7543 | F | 11/28/1952 | Cont CFC Specialist            | 30.98  | EXC            | 7/15/2000  | 40   |
| 7/7/2006 | A7820 | M | 6/25/1969  | Human Resources Analyst I      | 32.55  | EXD            | 8/12/2000  | 37.5 |
| 7/7/2006 | C1155 | M | 8/25/1950  | Chief Deputy District Attorney | 75.25  | EXC            | 9/13/1976  | 40   |
| 7/7/2006 | A3695 | F | 10/16/1966 | Deputy County Counsel IV       | 58.78  | EXC            | 8/23/1999  | 40   |
| 7/7/2006 | C2823 | F | 6/24/1963  | Cont SBIAA Chf Staff/Mkt Direc | 45.73  | EXB            | 2/7/1994   | 40   |
| 7/7/2006 | C1177 | F | 6/29/1950  | Director of Children Services  | 66.67  | EXB            | 3/31/1975  | 40   |
| 7/7/2006 | C1233 | M | 10/18/1960 | Sheriff's Captain              | 55.47  | EXC_SAF        | 10/1/1984  | 40   |
| 7/7/2006 | C1314 | F | 7/24/1960  | Executive Secretary II         | 23.69  | EXD_C07        | 7/5/1997   | 40   |
| 7/7/2006 | C1322 | F | 12/28/1949 | Auditor-Controller Manager     | 43.74  | EXC            | 9/30/1985  | 40   |
| 7/7/2006 | C3446 | F | 2/4/1968   | Deputy Administrative Officer  | 58.78  | EXB            | 9/30/1996  | 40   |
| 7/7/2006 | C1424 | M | 12/20/1948 | Asst Director of Collections   | 50.68  | EXC            | 8/25/1980  | 40   |
| 7/7/2006 | A3391 | F | 1/13/1943  | Deputy County Counsel V        | 66.51  | EXC            | 7/17/1999  | 40   |
| 7/7/2006 | C1577 | M | 1/25/1960  | Sheriff's Captain              | 55.47  | EXC_SAF        | 9/10/1984  | 40   |
| 7/7/2006 | C1555 | F | 7/20/1954  | Human Resources Analyst I      | 32.55  | EXD            | 9/10/1979  | 40   |
| 7/7/2006 | C1702 | F | 4/4/1959   | Redevelopment Administrator    | 60.49  | EXC            | 6/14/1982  | 40   |
| 7/7/2006 | C1704 | F | 3/24/1958  | Executive Secretary II         | 23.11  | EXD_C07        | 10/13/1987 | 40   |
| 7/7/2006 | C3448 | F | 11/18/1956 | Deputy County Counsel V        | 66.51  | EXC            | 10/11/1997 | 40   |
| 7/7/2006 | C1773 | M | 6/28/1951  | Human Resources Analyst I      | 32.55  | EXD            | 4/9/1979   | 40   |
| 7/7/2006 | A8561 | F | 6/16/1957  | Director Arrowhead Reg Med Ctr | 103.49 | EXA            | 10/21/2000 | 40   |
| 7/7/2006 | C1883 | M | 11/2/1960  | Court Appointed Counsel Admin  | 39.76  | CRT_EXC        | 10/28/1996 | 40   |
| 7/7/2006 | C1995 | M | 11/12/1957 | Sheriff's DeputyChief          | 65.92  | EXC_SAF        | 10/24/1983 | 40   |
| 7/7/2006 | D4358 | M | 5/15/1956  | Human Resources Section Mgr    | 47.06  | EXC            | 4/10/2006  | 40   |
| 7/7/2006 | C4722 | M | 8/24/1953  | BG CSA 70 Fire Agy Division Ch | 51.25  | EXS_EXBS<br>AF | 7/26/2003  | 40   |
| 7/7/2006 | C2111 | M | 6/26/1952  | Sheriff's DeputyChief          | 65.92  | EXC_SAF        | 4/4/1977   | 40   |
| 7/7/2006 | C1328 | F | 3/12/1951  | Deputy Director, Child Support | 44.81  | EXC            | 12/2/1991  | 40   |
| 7/7/2006 | A9177 | M | 12/15/1956 | Auditor-Controller Manager     | 41.61  | EXC            | 1/13/2001  | 40   |
| 7/7/2006 | C8025 | M | 5/26/1970  | Cont District Rep 4th District | 30.98  | OTH_EXM        | 12/27/2004 | 40   |
| 7/7/2006 | C2568 | F | 9/22/1954  | Deputy Director DAAS           | 43.74  | EXC            | 1/5/1987   | 40   |
| 7/7/2006 | C3711 | M | 8/29/1952  | Superior Court Commissioner    | 61.35  | CTC            | 12/15/1997 | 40   |
| 7/7/2006 | A5189 | M | 11/20/1952 | Chief Deputy Public Defender   | 69.86  | EXC            | 11/20/1999 | 40   |



|          |       |   |            |                                     |       |                |            |    |
|----------|-------|---|------------|-------------------------------------|-------|----------------|------------|----|
| 7/7/2006 | B5897 | M | 8/30/1960  | Chief Technology Officer            | 65.15 | CRT_EXA        | 9/8/2001   | 40 |
| 7/7/2006 | C2715 | F | 7/16/1960  | Executive Secretary III -Class      | 24.86 | EXD            | 10/20/1980 | 40 |
| 7/7/2006 | C1387 | F | 1/7/1968   | Executive Secretary III-Unclas      | 25.5  | EXC            | 8/11/1990  | 40 |
| 7/7/2006 | C2862 | M | 10/26/1963 | Sheriff's Captain                   | 55.47 | EXC_SAF        | 12/6/1986  | 40 |
| 7/7/2006 | D0061 | F | 10/2/1964  | Executive Secretary II              | 23.69 | EXD_C07        | 10/11/1988 | 40 |
| 7/7/2006 | A2064 | F | 8/25/1954  | Superior Court Commissioner         | 61.35 | CTC            | 4/16/1999  | 40 |
| 7/7/2006 | D2205 | M | 5/10/1954  | Board of Supv Chief of Staff        | 55.96 | EXB            | 8/15/1998  | 32 |
| 7/7/2006 | D1140 | M | 10/2/1973  | Dep Director Transitional Asst      | 36.78 | EXC            | 3/18/1994  | 40 |
| 7/7/2006 | D0417 | M | 3/23/1962  | Human Resources Officer II          | 44.81 | EXC            | 11/16/1992 | 40 |
| 7/7/2006 | D1045 | F | 9/5/1957   | Executive Secretary II              | 23.69 | EXD_C07        | 11/26/2005 | 40 |
| 7/7/2006 | D2212 | M | 3/17/1957  | BG Co Fire Chief                    | 69.42 | EXS_EXBS<br>AF | 9/5/1998   | 40 |
| 7/7/2006 | U0078 | F | 3/13/1968  | Human Resources Officer II          | 44.81 | EXC            | 7/29/1991  | 40 |
| 7/7/2006 | R2323 | F | 7/30/1973  | County Counsel Lead Secretary       | 25.5  | EXD_C07        | 11/29/1993 | 40 |
| 7/7/2006 | D0403 | F | 3/12/1948  | Human Resources Analyst I           | 32.55 | EXD            | 3/19/1979  | 40 |
| 7/7/2006 | D1142 | F | 10/15/1951 | Executive Secretary III-Unclas      | 25.5  | EXC            | 5/13/1991  | 40 |
| 7/7/2006 | D1145 | M | 4/5/1953   | Deputy Director Childrens Svcs      | 43.74 | EXC            | 5/7/1990   | 40 |
| 7/7/2006 | D1346 | M | 11/22/1949 | Chief, Tax Collections Divisio      | 50.68 | EXC            | 3/3/1975   | 40 |
| 7/7/2006 | D1459 | F | 8/1/1952   | Director of Court Operations        | 52.17 | CRT_EXB        | 7/10/1972  | 40 |
| 7/7/2006 | D1956 | F | 3/24/1959  | Executive Secretary III-Unclas      | 19.96 | EXC            | 1/17/1997  | 40 |
| 7/7/2006 | D1635 | M | 1/3/1948   | Sheriff's Captain                   | 59.38 | EXC_SAF        | 1/1/1971   | 40 |
| 7/7/2006 | D2818 | F | 11/26/1957 | Chief of Comm Health & Nursing Svcs | 55.96 | EXC            | 10/1/2005  | 40 |
| 7/7/2006 | A9866 | M | 8/1/1974   | County Counsel Law Clerk            | 29.5  | EXC            | 3/24/2001  | 40 |
| 7/7/2006 | B7776 | M | 8/11/1944  | Risk Assessment Officer             | 43.74 | EXC            | 5/4/2002   | 40 |
| 7/7/2006 | E0350 | M | 3/20/1948  | Deputy Director DAAS                | 43.74 | EXC            | 7/17/1989  | 40 |
| 7/7/2006 | C9068 | M | 1/30/1979  | Contract Field Rep 1st Dist         | 31.75 | OTH_EXM        | 5/7/2005   | 32 |
| 7/7/2006 | E0125 | F | 9/19/1954  | BG CSA 70 Executive Assistant       | 21.89 | EXS_EXD        | 12/13/1993 | 40 |
| 7/7/2006 | E0519 | F | 6/15/1958  | Court District Manager              | 45.02 | CRT_EXC        | 7/28/1980  | 40 |
| 7/7/2006 | D2956 | M | 8/17/1981  | Cont Spec Projects Coordinator      | 18.54 | EXD            | 10/1/2005  | 40 |
| 7/7/2006 | E0616 | M | 3/16/1943  | Assistant County Librarian          | 45.92 | EXC            | 2/11/1980  | 40 |
| 7/7/2006 | C6561 | M | 1/20/1981  | Court Personnel Assistant           | 17.31 | CRT_EXD        | 7/10/2004  | 40 |
| 7/7/2006 | E0093 | M | 8/25/1952  | Cont IVDA Director of Propery       | 54.69 | EXB            | 10/6/1993  | 40 |
| 7/7/2006 | F1362 | F | 1/3/1960   | Executive Secretary II              | 23.69 | EXD_C07        | 5/23/1998  | 40 |

|          |       |   |            |                                 |       |                |            |    |
|----------|-------|---|------------|---------------------------------|-------|----------------|------------|----|
| 7/7/2006 | B9838 | M | 4/15/1948  | Public Health Director          | 72.17 | EXB            | 1/11/2003  | 40 |
| 7/7/2006 | F1262 | F | 1/26/1962  | Executive Assistant, SBCERA     | 24.28 | EXC            | 9/10/1990  | 40 |
| 7/7/2006 | F0232 | F | 6/5/1964   | Assistant Public Defender       | 75.25 | EXC            | 12/11/1989 | 40 |
| 7/7/2006 | F1367 | F | 4/10/1967  | Deputy County Counsel IV        | 61.76 | EXC            | 1/2/1999   | 40 |
| 7/7/2006 | F1388 | F | 3/10/1949  | Executive Secretary II          | 21.49 | EXD_C07        | 4/29/1996  | 40 |
| 7/7/2006 | 10363 | F | 12/5/1974  | Human Resources Analyst I       | 28.09 | EXD            | 1/16/1999  | 40 |
| 7/7/2006 | F1624 | F | 1/13/1957  | Administrative Analyst III      | 41.61 | EXC            | 12/4/1998  | 40 |
| 7/7/2006 | F1321 | M | 4/24/1960  | DeputyChief of NetworkServices  | 44.81 | EXC            | 6/24/1995  | 40 |
| 7/7/2006 | C7695 | M | 6/6/1979   | Field Representative            | 28.79 | EXB            | 11/22/2004 | 40 |
| 7/7/2006 | B5551 | M | 3/21/1969  | Cont Field Rep 1st District     | 26.11 | OTH_EXM        | 8/26/2002  | 40 |
| 7/7/2006 | F0609 | F | 7/13/1957  | Executive Secretary II          | 23.69 | EXD_C07        | 5/1/1995   | 40 |
| 7/7/2006 | F0776 | F | 8/26/1961  | Executive Secretary II          | 23.69 | EXD_C07        | 11/21/1988 | 40 |
| 7/7/2006 | F0665 | M | 3/22/1960  | Sheriff's Captain               | 59.38 | EXC_SAF        | 4/7/1983   | 40 |
| 7/7/2006 | F0775 | M | 1/6/1962   | Administrative Analyst III      | 44.81 | EXC            | 9/16/1985  | 40 |
| 7/7/2006 | A5215 | M | 6/29/1955  | Superior Court Commissioner     | 61.35 | CTC            | 12/4/1999  | 40 |
| 7/7/2006 | F0831 | M | 8/10/1957  | BG Co Fire Dept Battalion Chf   | 43.39 | EXS_EXCS<br>AF | 4/14/1984  | 40 |
| 7/7/2006 | F1069 | F | 11/22/1953 | Human Resources Analyst Trainee | 24.76 | EXD_C07        | 1/7/1994   | 40 |
| 7/7/2006 | B4774 | M | 5/14/1970  | Health Officer                  | 83.04 | EXC            | 6/16/2001  | 40 |
| 7/7/2006 | B7483 | M | 5/27/1964  | DepChiefProbationAdministrator  | 49.44 | EXC            | 4/6/2002   | 40 |
| 7/7/2006 | F1147 | F | 3/20/1953  | AsstHospAdm-BehavioralHealth    | 47.06 | EXC            | 4/17/1982  | 40 |
| 7/7/2006 | G0165 | M | 11/14/1949 | County Counsel Paralegal        | 26.75 | EXD_C07        | 3/14/1998  | 40 |
| 7/7/2006 | G0167 | F | 12/28/1953 | Executive Secretary II          | 23.69 | EXD_C07        | 5/16/1977  | 40 |
| 7/7/2006 | C7215 | F | 12/30/1967 | Cont Field Rep 2nd District     | 21.49 | OTH_EXM        | 9/14/2004  | 40 |
| 7/7/2006 | G0249 | M | 8/16/1954  | Assistant Agricul Comm/Sealer   | 38.64 | EXC            | 11/7/1977  | 40 |
| 7/7/2006 | G2269 | M | 10/23/1955 | Superior Court Commissioner     | 61.35 | CTC            | 1/16/1996  | 40 |
| 7/7/2006 | G0352 | F | 6/14/1963  | Executive Secretary I           | 20.96 | EXD_C07        | 5/6/1989   | 40 |
| 7/7/2006 | G0506 | M | 9/11/1957  | Director of Facilities Mngmt    | 56.58 | EXB            | 8/5/1991   | 40 |
| 7/7/2006 | C3541 | F | 12/30/1958 | Executive Secretary II          | 21.49 | EXD_C07        | 9/3/1985   | 40 |
| 7/7/2006 | G0563 | M | 8/26/1958  | Superior Court Commissioner     | 61.35 | CTC            | 6/24/1985  | 40 |
| 7/7/2006 | S4147 | F | 1/6/1958   | Executive Secretary II          | 23.69 | EXD_C07        | 8/16/1997  | 40 |
| 7/7/2006 | G0844 | F | 10/23/1962 | Human Resources Analyst Trainee | 30.08 | EXD_C07        | 11/7/1998  | 40 |
| 7/7/2006 | G1063 | M | 9/6/1963   | Associate Administrative Offcr  | 68.17 | EXB            | 1/15/1990  | 40 |

|          |       |   |            |                                |       |         |            |      |
|----------|-------|---|------------|--------------------------------|-------|---------|------------|------|
| 7/7/2006 | C7782 | F | 7/20/1952  | Elective Board of Supervisors  | 47.63 | ELC     | 12/6/2004  | 40   |
| 7/7/2006 | G0997 | F | 5/29/1950  | Executive Secretary II         | 23.11 | EXD_C07 | 4/24/1989  | 40   |
| 7/7/2006 | B6639 | F | 11/19/1948 | Deputy County Counsel IV       | 61.76 | EXC     | 12/1/2001  | 40   |
| 7/7/2006 | G1283 | M | 9/12/1959  | Sheriff's Captain              | 54.59 | EXC_SAF | 7/8/1985   | 40   |
| 7/7/2006 | G1346 | M | 9/20/1950  | Deputy County Counsel IV       | 61.76 | EXC     | 10/2/1989  | 40   |
| 7/7/2006 | G2387 | F | 9/8/1964   | Deputy County Counsel V        | 66.51 | EXC     | 9/30/1996  | 40   |
| 7/7/2006 | G1499 | F | 7/24/1963  | Court District Manager         | 43.89 | CRT_EXC | 4/15/1985  | 40   |
| 7/7/2006 | G1540 | M | 8/9/1965   | Director of Preschool Services | 59.42 | EXB     | 7/15/1991  | 40   |
| 7/7/2006 | G2472 | M | 5/24/1965  | Human Resources Analyst II     | 36.78 | EXD     | 5/9/1997   | 40   |
| 7/7/2006 | Y0014 | F | 8/29/1956  | Sheriff's SpecialAssistant     | 31.75 | EXC     | 11/14/1977 | 40   |
| 7/7/2006 | H0033 | M | 6/26/1948  | Ast District Attorney          | 83.04 | EXB     | 10/3/1983  | 40   |
| 7/7/2006 | D2638 | F | 2/23/1963  | Cont District Rep 4th District | 28.79 | OTH_EXM | 9/3/2005   | 20.5 |
| 7/7/2006 | H0213 | M | 11/22/1950 | Chief Information Officer      | 71.73 | EXA     | 6/16/1980  | 40   |
| 7/7/2006 | 10521 | M | 5/2/1968   | Administrative Analyst III     | 36.78 | EXC     | 2/13/1999  | 40   |
| 7/7/2006 | H0239 | F | 3/26/1949  | ARMC Chief Operating Officer   | 87.27 | EXC     | 8/13/1988  | 40   |
| 7/7/2006 | S4239 | F | 1/4/1960   | Director Workforce Development | 57.29 | EXB     | 10/24/1997 | 40   |
| 7/7/2006 | H0307 | M | 3/13/1960  | Sheriff's Captain              | 55.47 | EXC_SAF | 2/6/1982   | 40   |
| 7/7/2006 | A8999 | F | 10/5/1960  | Court Personnel Assistant      | 21.06 | CRT_EXD | 12/16/2000 | 40   |
| 7/7/2006 | H0434 | F | 3/4/1945   | Court District Manager         | 45.02 | CRT_EXC | 8/14/1989  | 40   |
| 7/7/2006 | H3130 | M | 10/1/1941  | Elective Board of Supervisors  | 47.63 | ELC     | 12/2/1996  | 40   |
| 7/7/2006 | H0935 | F | 2/1/1968   | Administrative Analyst II (K)  | 32.55 | EXD     | 2/4/1994   | 40   |
| 7/7/2006 | A9507 | F | 7/1/1955   | ARMC Chief Compliance Officer  | 49.44 | EXC     | 12/30/2000 | 40   |
| 7/7/2006 | C5849 | M | 2/27/1941  | Chief Probation Officer        | 69.68 | EXB     | 3/29/2004  | 40   |
| 7/7/2006 | H0811 | F | 9/23/1952  | Executive Secretary I          | 20.96 | EXD_C07 | 7/6/1987   | 40   |
| 7/7/2006 | H0814 | F | 8/22/1951  | Deputy Director Childrens Svcs | 43.74 | EXC     | 11/20/1978 | 40   |
| 7/7/2006 | A9787 | F | 5/4/1958   | County Counsel Paralegal       | 26.11 | EXD_C07 | 3/10/2001  | 40   |
| 7/7/2006 | H0866 | M | 6/8/1954   | Deputy Director-Shrf Coroner   | 49.44 | EXC     | 9/14/1985  | 40   |
| 7/7/2006 | H0897 | M | 4/10/1953  | Chief Deputy County Counsel    | 75.25 | EXC     | 1/30/1989  | 40   |
| 7/7/2006 | C6669 | F | 8/14/1942  | Cont PH Executive Director     | 43.74 | OTH_LTD | 6/26/2004  | 40   |
| 7/7/2006 | H1107 | M | 1/1/1949   | Chief Deputy County Counsel    | 75.25 | EXC     | 1/18/1982  | 40   |
| 7/7/2006 | F0639 | F | 10/9/1958  | AsstCoAdministrator-Human Svcs | 85.35 | EXA     | 2/9/1981   | 40   |
| 7/7/2006 | A7354 | M | 2/17/1947  | Director of Land Use Services  | 65.78 | EXB     | 7/1/2000   | 40   |
| 7/7/2006 | H1583 | M | 5/19/1946  | Sheriff's Captain              | 59.38 | EXC_SAF | 1/3/1983   | 40   |

|          |       |   |            |                                |       |                |            |    |
|----------|-------|---|------------|--------------------------------|-------|----------------|------------|----|
| 7/7/2006 | M1686 | F | 11/12/1963 | Systems Development Div Chief  | 49.44 | EXC            | 9/28/1987  | 40 |
| 7/7/2006 | D4043 | M | 11/12/1980 | County Counsel Paralegal       | 20.96 | EXD_C07        | 3/4/2006   | 40 |
| 7/7/2006 | H1836 | F | 8/21/1963  | Chief Assesment Services       | 42.66 | EXC            | 7/14/2001  | 40 |
| 7/7/2006 | H1909 | F | 11/23/1956 | Deputy Director Childrens Svcs | 43.74 | EXC            | 6/19/1989  | 40 |
| 7/7/2006 | B7517 | F | 6/28/1971  | Payroll Supervisor             | 34.2  | EXC            | 4/6/2002   | 40 |
| 7/7/2006 | H1904 | M | 2/15/1948  | Chief Deputy County Counsel    | 75.25 | EXC            | 6/11/1984  | 40 |
| 7/7/2006 | H2113 | F | 12/16/1962 | Court Executive Assistant      | 30.36 | CRT_EXD        | 7/20/1987  | 40 |
| 7/7/2006 | H2569 | F | 7/7/1957   | Human Resources Analyst I      | 32.55 | EXD            | 3/4/1995   | 40 |
| 7/7/2006 | A5676 | M | 7/4/1964   | Departmental IS Manager        | 49.44 | EXC            | 1/29/2000  | 40 |
| 7/7/2006 | H2255 | M | 1/21/1957  | Assistant Sheriff              | 74.4  | EXC_SAF        | 9/23/1978  | 40 |
| 7/7/2006 | H3059 | F | 2/18/1960  | Sprvg Judicial Staff Counsel   | 56.19 | CRT_EXD        | 10/24/1998 | 40 |
| 7/7/2006 | D4800 | M | 3/19/1958  | BG AsstFireMarshal, CommSafety | 36.32 | EXS_EXCS<br>AF | 5/13/2006  | 40 |
| 7/7/2006 | H2351 | F | 11/29/1954 | Executive Secretary II         | 23.69 | EXD_C07        | 12/22/1986 | 40 |
| 7/7/2006 | D4120 | F | 7/13/1964  | Human Resources Division Chief | 51.97 | EXC            | 3/13/2006  | 40 |
| 7/7/2006 | H2362 | F | 11/21/1949 | Court District Manager         | 45.02 | CRT_EXC        | 6/25/1973  | 40 |
| 7/7/2006 | H2474 | M | 10/7/1950  | Sheriff's Captain              | 57.75 | EXC_SAF        | 11/29/1971 | 40 |
| 7/7/2006 | C4944 | F | 9/18/1946  | Cont CFC Executive Assistant   | 22.01 | EXC            | 10/18/2003 | 40 |
| 7/7/2006 | H2598 | F | 7/5/1952   | Departmental IS Manager        | 44.81 | EXC            | 7/2/1979   | 40 |
| 7/7/2006 | B5758 | M | 11/10/1949 | Info Services Security Officer | 41.61 | EXC            | 9/8/2001   | 40 |
| 7/7/2006 | H2642 | F | 6/1/1958   | Asst Dir of BehavioralHealth   | 53.24 | EXC            | 2/8/2003   | 40 |
| 7/7/2006 | H2509 | M | 11/21/1959 | Cash Manager/Investment Office | 47.06 | EXC            | 10/21/1991 | 40 |
| 7/7/2006 | H0154 | F | 5/8/1955   | BG Business Operations Manager | 33.18 | EXS_EXD        | 9/28/1992  | 40 |
| 7/7/2006 | H2679 | M | 8/21/1960  | BG Co Fire Dept Battalion Chf  | 45.58 | EXS_EXCS<br>AF | 10/25/1997 | 40 |
| 7/7/2006 | A9249 | M | 9/16/1945  | Director of Airports           | 60.85 | EXB            | 1/13/2001  | 40 |
| 7/7/2006 | I0129 | F | 11/29/1966 | Executive Secretary II         | 23.11 | EXD_C07        | 8/14/1989  | 40 |
| 7/7/2006 | J0013 | F | 7/12/1949  | Executive Secretary II         | 22.01 | EXD_C07        | 9/20/1993  | 40 |
| 7/7/2006 | J0039 | F | 11/30/1964 | Executive Secretary III -Class | 25.5  | EXD            | 10/15/1984 | 40 |
| 7/7/2006 | J0127 | F | 5/26/1957  | Dep Director Transitional Asst | 39.6  | EXC            | 1/15/1990  | 40 |
| 7/7/2006 | C9492 | M | 5/5/1956   | Cont CFC Executive Director    | 45.92 | EXB            | 6/25/2005  | 40 |
| 7/7/2006 | J1152 | F | 6/23/1949  | Executive Secretary II         | 23.69 | EXD_C07        | 12/3/1990  | 40 |

|          |       |   |            |                                |       |          |            |    |
|----------|-------|---|------------|--------------------------------|-------|----------|------------|----|
| 7/7/2006 | J0318 | M | 2/2/1963   | Assistant Director of Airports | 44.81 | EXC      | 6/3/1991   | 40 |
| 7/7/2006 | 10923 | M | 6/6/1962   | Chief, SBCERA Fiscal Services  | 50.68 | EXC      | 3/27/1999  | 40 |
| 7/7/2006 | B4432 | M | 7/16/1962  | Administrative Analyst III     | 42.66 | EXC      | 5/5/2001   | 40 |
| 7/7/2006 | J0367 | M | 9/8/1952   | Deputy County Counsel V        | 66.51 | EXC      | 10/23/1989 | 40 |
| 7/7/2006 | J0400 | F | 4/25/1947  | Executive Secretary II         | 23.11 | EXD_C07  | 8/1/1979   | 40 |
| 7/7/2006 | J0778 | F | 12/4/1955  | Executive Secretary II         | 23.69 | EXD_C07  | 12/3/1990  | 40 |
| 7/7/2006 | B4667 | M | 2/10/1948  | Systems Development Div Chief  | 49.44 | EXC      | 6/2/2001   | 40 |
| 7/7/2006 | K0805 | F | 12/23/1944 | Executive Secretary II         | 23.11 | EXD_C07  | 4/21/2001  | 40 |
| 7/7/2006 | B9614 | M | 2/25/1982  | Cont Field Rep 2nd District    | 28.79 | EXB      | 11/19/2002 | 32 |
| 7/7/2006 | B5443 | F | 7/8/1959   | Human Resources Analyst I      | 30.24 | EXD      | 8/11/2001  | 40 |
| 7/7/2006 | J0601 | F | 3/13/1949  | Building Official              | 49.44 | EXC      | 1/7/1974   | 40 |
| 7/7/2006 | J1280 | M | 3/1/1955   | Chief, SBCERA Information Svcs | 49.44 | EXC      | 11/7/1998  | 40 |
| 7/7/2006 | A7431 | F | 1/30/1970  | Human Resources Officer I      | 37.67 | EXC      | 7/15/2000  | 40 |
| 7/7/2006 | C6679 | F | 8/17/1956  | Executive Secretary I          | 16.83 | EXD_C07  | 8/7/2004   | 40 |
| 7/7/2006 | K0064 | F | 2/25/1968  | Executive Secretary I          | 19.5  | EXD_C07  | 6/4/1990   | 40 |
| 7/7/2006 | K0101 | M | 5/22/1950  | Assist Co Admin-Pub&Supt Svc   | 85.35 | EXA      | 11/20/1978 | 40 |
| 7/7/2006 | H2828 | M | 11/12/1955 | Chief Public Works Engineer    | 57.34 | EXC      | 2/25/1991  | 40 |
| 7/7/2006 | K0342 | F | 10/19/1960 | Sheriff's Captain              | 53.84 | EXC_SAF  | 3/18/1985  | 40 |
| 7/7/2006 | K1182 | F | 11/15/1952 | Court Executive Officer        | 92.79 | CRT_EXA  | 12/26/1994 | 40 |
| 7/7/2006 | K0461 | F | 5/25/1964  | Ast Treasurer Tax Collector    | 58.78 | EXB      | 4/3/2004   | 40 |
| 7/7/2006 | K0349 | M | 4/15/1948  | County Librarian               | 62.37 | EXB      | 5/2/1994   | 40 |
| 7/7/2006 | D2588 | F | 4/1/1971   | Court Collections Manager      | 30.36 | CRT_EXC  | 9/17/2005  | 40 |
| 7/7/2006 | C7758 | M | 9/4/1974   | Cont Chf of Staff - 4th Dist   | 50.68 | EXB      | 11/13/2004 | 40 |
| 7/7/2006 | K0647 | F | 9/7/1947   | Auditor-Controller Manager     | 43.74 | EXC      | 11/12/1985 | 40 |
| 7/7/2006 | K0790 | M | 10/14/1954 | Chief Counsel, SBCERA          | 79.05 | EXB      | 6/17/1991  | 40 |
| 7/7/2006 | K1249 | M | 7/30/1959  | Superior Court Commissioner    | 61.35 | CTC      | 4/1/1995   | 40 |
| 7/7/2006 | K0906 | M | 12/17/1949 | Chief Deputy District Attorney | 75.25 | EXC      | 2/28/1977  | 40 |
| 7/7/2006 | K0845 | M | 5/28/1965  | Administrative Analyst III     | 44.81 | EXC      | 3/9/1992   | 40 |
| 7/7/2006 | K1036 | M | 5/4/1948   | Deputy County Counsel IV       | 61.76 | EXC      | 3/14/1988  | 40 |
| 7/7/2006 | 10252 | F | 6/16/1955  | Administrative Analyst III     | 44.81 | EXC      | 1/16/1999  | 40 |
|          |       |   |            |                                |       | EXS_EXCS |            |    |
| 7/7/2006 | K1245 | M | 3/21/1952  | BG Co Fire Dept Battalion Chf  | 43.39 | AF       | 4/27/1982  | 40 |
| 7/7/2006 | K1109 | F | 6/20/1946  | Executive Secretary II         | 23.69 | EXD_C07  | 8/14/1989  | 40 |

|          |       |   |            |                                |       |          |            |    |
|----------|-------|---|------------|--------------------------------|-------|----------|------------|----|
| 7/7/2006 | K1143 | F | 8/23/1956  | Director of Aging and Adult Sv | 59.42 | EXB      | 9/22/1980  | 40 |
| 7/7/2006 | K1149 | F | 1/28/1962  | Principal Admin Analyst        | 47.06 | EXC      | 4/14/1986  | 40 |
| 7/7/2006 | L2221 | F | 10/14/1960 | Deputy County Counsel V        | 66.51 | EXC      | 10/11/1997 | 40 |
| 7/7/2006 | A3992 | F | 2/6/1953   | County Counsel Paralegal       | 26.75 | EXD_C07  | 8/28/1999  | 40 |
| 7/7/2006 | D2456 | M | 11/15/1963 | Director of Human Resources    | 79.46 | EXA      | 9/6/2005   | 40 |
| 7/7/2006 | L0073 | F | 4/28/1957  | Contract Grant Coordinator     | 44.81 | EXC      | 1/7/2006   | 40 |
| 7/7/2006 | L0332 | M | 2/20/1950  | Deputy County Counsel V        | 66.51 | EXC      | 11/21/1977 | 40 |
| 7/7/2006 | L0338 | M | 6/28/1949  | Elective Treas-Tax Col-Pub Adm | 68.43 | ELC      | 11/7/1998  | 40 |
|          |       |   |            |                                |       | EXS_EXCS |            |    |
| 7/7/2006 | L0395 | M | 5/11/1962  | BG Co Fire Dept Battalion Chf  | 45.58 | AF       | 4/13/1996  | 40 |
| 7/7/2006 | L0400 | M | 10/29/1948 | Assistant Director of A/E      | 51.97 | EXC      | 4/25/1973  | 40 |
| 7/7/2006 | L0278 | F | 2/14/1950  | Executive Secretary III -Class | 25.5  | EXD      | 9/7/1982   | 40 |
| 7/7/2006 | L0453 | M | 6/18/1947  | Agricultural Commiss/Sealer    | 55.82 | EXB      | 8/2/1971   | 40 |
| 7/7/2006 | L0568 | M | 8/18/1955  | Associate Administrative Offcr | 68.17 | EXB      | 5/7/1988   | 40 |
| 7/7/2006 | A3551 | F | 5/14/1965  | BG Div Manager Human Resources | 49.32 | EXS_EXB  | 7/31/1999  | 40 |
| 7/7/2006 | S4366 | F | 2/8/1974   | Executive Secretary III -Class | 23.69 | EXD      | 4/11/1998  | 40 |
| 7/7/2006 | L0760 | F | 1/1/1953   | Deputy Director BH Admin Svc   | 48.23 | EXC      | 7/20/1998  | 40 |
| 7/7/2006 | L0818 | F | 7/14/1942  | Deputy Director BH Prog Servic | 50.68 | EXC      | 11/21/1977 | 40 |
| 7/7/2006 | A9143 | F | 9/2/1962   | Occupational Physician         | 88.15 | EXC      | 1/3/2001   | 40 |
| 7/7/2006 | F1271 | F | 10/7/1965  | County Counsel Lead Secretary  | 25.5  | EXD_C07  | 11/14/1994 | 40 |
| 7/7/2006 | C9839 | M | 3/14/1959  | Cont County Legislative Office | 51.97 | EXB      | 7/18/2005  | 40 |
| 7/7/2006 | B4626 | F | 2/15/1963  | Administrative Analyst III     | 44.81 | EXC      | 5/29/2001  | 40 |
| 7/7/2006 | B8430 | F | 12/12/1955 | Director of Court Operations   | 52.17 | CRT_EXB  | 6/29/2002  | 40 |
| 7/7/2006 | C5084 | F | 4/29/1954  | ContExecutiveDirector IHSS PA  | 40.58 | EXB      | 12/13/2003 | 40 |
| 7/7/2006 | L1281 | F | 2/2/1965   | Executive Secretary II         | 19.5  | EXD_C07  | 12/11/2004 | 40 |
| 7/7/2006 | L1426 | F | 7/30/1954  | Administrative Analyst III     | 44.81 | EXC      | 3/26/1990  | 40 |
| 7/7/2006 | L1664 | F | 12/24/1960 | HSS Prgm Integrity Div Chief   | 41.61 | EXC      | 5/13/2006  | 40 |
| 7/7/2006 | 10005 | F | 10/1/1961  | Deputy County Counsel IV       | 61.76 | EXC      | 12/19/1998 | 40 |
|          |       |   |            |                                |       |          |            |    |
| 7/7/2006 | M4317 | F | 4/21/1971  | Executive Secretary II         | 21.49 | EXD_C07  | 2/28/1997  | 40 |
| 7/7/2006 | L0814 | M | 1/19/1946  | Deputy Director Childrens Svcs | 43.74 | EXC      | 2/24/1992  | 40 |
| 7/7/2006 | A8934 | F | 10/14/1953 | Cont Field Rep 1st District    | 30.24 | EXB      | 12/2/2000  | 40 |

|          |       |   |            |                                |       |                |            |    |
|----------|-------|---|------------|--------------------------------|-------|----------------|------------|----|
| 7/7/2006 | L1609 | M | 7/19/1964  | BG Co Fire Dept Battalion Chf  | 41.28 | EXS_EXCS<br>AF | 7/19/1992  | 40 |
| 7/7/2006 | D1936 | F | 5/24/1972  | Human Resources Officer II     | 42.66 | EXC            | 12/1/2001  | 40 |
| 7/7/2006 | M0341 | F | 11/12/1947 | Court Personnel Supervisor     | 25.6  | CRT_EXD        | 6/18/1990  | 40 |
| 7/7/2006 | S4218 | F | 12/1/1947  | Executive Secretary I          | 20.47 | EXD_C07        | 9/1/1997   | 40 |
| 7/7/2006 | M4332 | M | 3/30/1945  | Superior Court Commissioner    | 61.35 | CTC            | 3/31/1997  | 40 |
| 7/7/2006 | D0331 | F | 10/28/1953 | Chf Deputy Court Executive Off | 77.44 | CRT_EXA        | 3/19/1984  | 40 |
| 7/7/2006 | D0147 | F | 8/5/1970   | Cont Field Rep - 5th District  | 30.24 | EXB            | 1/8/1993   | 40 |
| 7/7/2006 | M2578 | M | 1/29/1962  | Deputy County Counsel V        | 66.51 | EXC            | 9/19/1994  | 40 |
| 7/7/2006 | M4605 | M | 11/7/1955  | Deputy County Counsel IV       | 61.76 | EXC            | 3/28/1998  | 40 |
| 7/7/2006 | M0583 | M | 9/6/1948   | BG CSA 70 Pc100 Regional Mgr   | 35.72 | EXS_EXC        | 4/27/1987  | 40 |
| 7/7/2006 | B5245 | M | 9/9/1972   | LAFCO Analyst                  | 28.09 | EXC            | 7/28/2001  | 40 |
| 7/7/2006 | 10876 | F | 11/10/1934 | Dep Director Preschool Svcs    | 40.58 | EXC            | 3/27/1999  | 40 |
| 7/7/2006 | M1084 | F | 3/23/1955  | Court District Manager         | 42.82 | CRT_EXC        | 10/4/1982  | 40 |
| 7/7/2006 | M1036 | M | 5/2/1946   | Chief Deputy District Attorney | 75.25 | EXC            | 10/15/1973 | 40 |
| 7/7/2006 | R2622 | F | 5/25/1956  | Executive Secretary II         | 23.69 | EXD_C07        | 4/26/1997  | 40 |
| 7/7/2006 | M1113 | F | 9/25/1964  | EMACS Manager                  | 40.58 | EXC            | 1/14/1991  | 40 |
| 7/7/2006 | M3690 | M | 10/4/1971  | Deputy Administrative Officer  | 53.24 | EXB            | 6/24/1994  | 40 |
| 7/7/2006 | M1398 | M | 1/8/1957   | BG Co Fire Dept Battalion Chf  | 39.28 | EXS_EXCS<br>AF | 4/14/1984  | 40 |
| 7/7/2006 | C8849 | F | 9/30/1939  | Cont AHA Patient Services      | 74.28 | EXC            | 4/2/2005   | 40 |
| 7/7/2006 | M1446 | F | 3/27/1961  | Executive Assistant            | 29.5  | EXD            | 12/2/1991  | 40 |
| 7/7/2006 | D4286 | M | 11/16/1968 | Economic Development Administr | 68.17 | EXB            | 4/1/2006   | 40 |

|          |       |   |            |                                |       |         |            |    |
|----------|-------|---|------------|--------------------------------|-------|---------|------------|----|
| 7/7/2006 | C7031 | F | 9/17/1962  | Deputy County Counsel IV       | 61.76 | EXC     | 9/18/2004  | 40 |
| 7/7/2006 | M1883 | M | 9/6/1951   | Director of County Museum      | 55.73 | EXB     | 10/25/1997 | 40 |
| 7/7/2006 | M1264 | M | 12/7/1963  | Sheriff's Captain              | 59.38 | EXC_SAF | 4/29/1985  | 40 |
| 7/7/2006 | M1946 | M | 10/12/1946 | Director of Public Works       | 78.64 | EXB     | 9/25/1989  | 40 |
| 7/7/2006 | D2433 | F | 1/11/1974  | Auditor-Controller Manager     | 36.78 | EXC     | 9/17/2005  | 40 |
| 7/7/2006 | M2204 | M | 10/6/1951  | Sheriff's Captain              | 55.47 | EXC_SAF | 11/27/1972 | 40 |
| 7/7/2006 | C7527 | F | 9/28/1975  | Cnty Cnsl Research Attorney II | 42.66 | EXC     | 11/13/2004 | 40 |
| 7/7/2006 | M4776 | F | 8/5/1954   | Dir. of Staff Counsel Services | 65.15 | CRT_EXA | 10/24/1998 | 40 |
| 7/7/2006 | M4006 | F | 11/1/1950  | Executive Assistant to the DA  | 31.75 | EXD     | 10/28/1995 | 40 |
| 7/7/2006 | C9771 | F | 10/4/1950  | Director of Risk Management    | 58.43 | EXB     | 7/25/2005  | 40 |
| 7/7/2006 | A6502 | M | 11/6/1947  | Real Estate Services Manager   | 38.64 | EXC     | 4/22/2000  | 40 |
| 7/7/2006 | M1411 | M | 6/28/1963  | Chief of Network Services      | 54.59 | EXC     | 1/31/1998  | 40 |
| 7/7/2006 | M2496 | M | 8/18/1960  | BG CSA 70 Pc100 Regional Mgr   | 28.64 | EXS_EXC | 5/11/1985  | 40 |
| 7/7/2006 | M2592 | F | 8/20/1958  | Executive Secretary III -Class | 25.5  | EXD     | 1/3/1989   | 40 |
| 7/7/2006 | A8951 | M | 8/10/1967  | Cont Chief of Staff 1st Dist   | 55.96 | OTH_EXM | 12/2/2000  | 40 |
| 7/7/2006 | B5471 | M | 4/4/1943   | Court Finance Officer          | 52.17 | CRT_EXB | 7/28/2001  | 40 |
| 7/7/2006 | B8143 | F | 12/18/1956 | BG Special Projects Analyst    | 35.72 | EXS_EXD | 5/18/2002  | 40 |
| 7/7/2006 | M2780 | F | 7/29/1955  | Executive Secretary II         | 23.69 | EXD_C07 | 7/23/1973  | 40 |
| 7/7/2006 | M2841 | M | 11/30/1951 | Bd of Supervisor's Admn Anlyst | 35.02 | EXB     | 4/24/1989  | 40 |
| 7/7/2006 | M2843 | F | 9/23/1956  | Executive Secretary II         | 23.69 | EXD_C07 | 11/7/1988  | 40 |



|          |       |   |            |                                 |       |                |            |    |
|----------|-------|---|------------|---------------------------------|-------|----------------|------------|----|
| 7/7/2006 | M2807 | F | 11/20/1959 | Executive Secretary II          | 19.5  | EXD_C07        | 4/1/1985   | 40 |
| 7/7/2006 | B6367 | F | 9/22/1961  | Administrative Analyst III      | 44.81 | EXC            | 11/17/2001 | 40 |
| 7/7/2006 | M2974 | M | 9/6/1963   | Human Resources Section Mgr     | 47.06 | EXC            | 1/27/1990  | 40 |
| 7/7/2006 | A7046 | F | 5/1/1971   | Executive Secretary II          | 23.11 | EXD_C07        | 6/17/2000  | 40 |
| 7/7/2006 | C5625 | M | 6/9/1966   | Deputy County Counsel IV        | 61.76 | EXC            | 3/20/2004  | 40 |
| 7/7/2006 | 10618 | M | 12/29/1967 | Deputy County Counsel IV        | 61.76 | EXC            | 2/27/1999  | 40 |
| 7/7/2006 | M3073 | M | 3/6/1951   | Administrative Analyst II (K)   | 39.6  | EXD            | 3/7/1977   | 40 |
| 7/7/2006 | M3100 | F | 1/24/1958  | Chief Deputy Public Defender    | 71.63 | EXC            | 1/9/1984   | 40 |
| 7/7/2006 | M3198 | M | 11/21/1958 | Director of Veterans Affairs    | 47.19 | EXB            | 7/23/1984  | 40 |
| 7/7/2006 | A9589 | M | 9/26/1960  | Departmental IS Manager         | 49.44 | EXC            | 3/10/2001  | 40 |
| 7/7/2006 | M3281 | M | 10/1/1949  | County Surveyor                 | 55.96 | EXC            | 11/17/1979 | 40 |
| 7/7/2006 | C8475 | M | 10/9/1952  | Superior Court Commissioner     | 61.35 | CTC            | 3/28/2005  | 40 |
| 7/7/2006 | N0059 | F | 11/8/1960  | Executive Secretary I           | 20.47 | EXD_C07        | 5/14/1984  | 40 |
| 7/7/2006 | C8026 | M | 8/7/1970   | Cont District Rep 4th District  | 30.98 | OTH_EXM        | 1/3/2005   | 40 |
| 7/7/2006 | D3722 | F | 5/30/1965  | Human Resources Officer II      | 44.81 | EXC            | 1/21/2006  | 40 |
| 7/7/2006 | N0859 | F | 3/21/1965  | Court Staff Development Officer | 36.05 | CRT_EXC        | 10/15/1985 | 40 |
| 7/7/2006 | N0265 | F | 2/19/1954  | Executive Secretary II          | 23.11 | EXD_C07        | 7/5/1997   | 40 |
| 7/7/2006 | N0322 | M | 2/24/1957  | Associate Administrative Offcr  | 68.17 | EXB            | 2/4/1984   | 40 |
| 7/7/2006 | N0593 | M | 8/31/1960  | Assistant Sheriff               | 74.4  | EXC_SAF        | 11/27/1978 | 40 |
| 7/7/2006 | N0573 | M | 6/20/1957  | Deputy County Counsel IV        | 61.76 | EXC            | 6/17/1991  | 40 |
| 7/7/2006 | N0527 | M | 4/17/1962  | BG Co Fire Dept Battalion Chf   | 43.39 | EXS_EXCS<br>AF | 7/26/2003  | 40 |
| 7/7/2006 | B5864 | M | 12/20/1965 | Deputy County Counsel IV        | 61.76 | EXC            | 10/6/2001  | 40 |
| 7/7/2006 | C8028 | M | 9/14/1950  | Contract Analyst                | 36.78 | OTH_EXM        | 1/3/2005   | 24 |
| 7/7/2006 | N0535 | F | 7/12/1951  | Bd of Supervisor's Admn Anlyst  | 44.81 | EXB            | 3/5/1984   | 40 |
| 7/7/2006 | N0611 | M | 11/10/1952 | BG Co Fire Dept Battalion Chf   | 45.58 | EXS_EXCS<br>AF | 8/11/1972  | 40 |

|          |       |   |            |                                |       |          |            |    |
|----------|-------|---|------------|--------------------------------|-------|----------|------------|----|
| 7/7/2006 | C5403 | F | 8/2/1960   | Chief of Clinical Operations   | 44.81 | EXC      | 2/7/2004   | 40 |
| 7/7/2006 | O0856 | M | 11/7/1974  | Tres/TaxCollectorFinanceOficer | 41.61 | EXC      | 5/20/2000  | 40 |
| 7/7/2006 | A8498 | F | 2/16/1969  | Deputy County Counsel IV       | 61.76 | EXC      | 10/21/2000 | 40 |
| 7/7/2006 | O0795 | M | 6/17/1960  | BG CSA 70 Pc100 Regional Mgr   | 32.37 | EXS_EXC  | 2/28/1998  | 40 |
| 7/7/2006 | O0595 | F | 12/7/1958  | Bd of Supervisor's Admn Anlyst | 36.78 | EXB      | 11/15/1993 | 40 |
| 7/7/2006 | O0426 | M | 8/19/1947  | Auditor-Controller Division Ch | 50.68 | EXC      | 6/21/1997  | 40 |
|          |       |   |            |                                |       | EXS_EXCS |            |    |
| 7/7/2006 | O0082 | M | 6/19/1958  | BG Co Fire Dept Battalion Chf  | 45.58 | AF       | 5/4/1984   | 40 |
| 7/7/2006 | O0179 | F | 4/24/1965  | Human Resources Analyst I      | 32.55 | EXD      | 2/29/1988  | 40 |
| 7/7/2006 | O0229 | F | 2/11/1949  | Chief Public Works Engineer    | 58.78 | EXC      | 8/4/1986   | 40 |
|          |       |   |            |                                |       | EXS_EXCS |            |    |
| 7/7/2006 | C8501 | F | 3/28/1963  | BG Co Fire Dept Battalion Chf  | 39.28 | AF       | 3/19/2005  | 40 |
| 7/7/2006 | A9661 | M | 1/14/1959  | BGDIV MANAGER, ENGINEERING     | 47.22 | EXS_EXB  | 2/24/2001  | 40 |
| 7/7/2006 | A9563 | M | 3/24/1975  | Cont Senior Analyst 1st Distri | 33.2  | OTH_EXM  | 2/10/2001  | 40 |
| 7/7/2006 | D3726 | F | 1/20/1979  | Human Resources Officer II     | 38.64 | EXC      | 1/21/2006  | 40 |
| 7/7/2006 | O0289 | M | 12/9/1951  | Deputy Director BH Prog Servic | 50.68 | EXC      | 12/26/1977 | 40 |
| 7/7/2006 | O0319 | F | 4/23/1953  | SBCERA Benefits Officer        | 40.58 | EXC      | 6/9/1978   | 40 |
| 7/7/2006 | O0321 | M | 1/9/1950   | Sheriff's Captain              | 59.38 | EXC_SAF  | 7/4/1977   | 40 |
| 7/7/2006 | C7781 | M | 5/3/1947   | Elective Board of Supervisors  | 47.63 | ELC      | 12/6/2004  | 40 |
| 7/7/2006 | P2147 | F | 2/13/1957  | Executive Secretary I          | 20.47 | EXD_C07  | 7/19/1997  | 40 |
| 7/7/2006 | B6452 | M | 3/24/1966  | Cont Chief of Staff - 5th Dist | 50.68 | EXB      | 11/3/2001  | 40 |
|          |       |   |            |                                |       | EXS_EXCS |            |    |
| 7/7/2006 | P0196 | M | 12/17/1957 | BG Co Fire Dept Battalion Chf  | 45.58 | AF       | 6/1/2004   | 40 |
| 7/7/2006 | P2111 | F | 3/12/1957  | Franchise Programs Analyst     | 38.64 | EXC      | 12/20/1997 | 40 |
| 7/7/2006 | P1107 | M | 6/28/1940  | Sprvg Judicial Staff Counsel   | 56.19 | CRT_EXD  | 10/24/1998 | 40 |
| 7/7/2006 | P2040 | F | 5/30/1968  | Field Representative           | 36.78 | EXB      | 7/19/1997  | 40 |
| 7/7/2006 | P0499 | M | 8/5/1950   | Childrens Network Officer      | 40.58 | EXC      | 9/27/1975  | 40 |
| 7/7/2006 | P0507 | M | 9/4/1949   | Director Community Devlp&House | 60.49 | EXB      | 11/27/1972 | 40 |
| 7/7/2006 | B5563 | F | 8/10/1968  | Field Representative           | 36.78 | EXB      | 7/28/2001  | 40 |
|          |       |   |            |                                |       | EXS_EXCS |            |    |
| 7/7/2006 | P0610 | M | 3/10/1960  | BG Co Fire Dept Battalion Chf  | 45.58 | AF       | 9/8/2001   | 40 |
| 7/7/2006 | P0664 | M | 7/7/1948   | Elective Sheriff - Coroner     | 81.6  | ELC_SAF  | 1/3/1995   | 40 |
| 7/7/2006 | P2162 | F | 3/7/1973   | Human Resources Analyst I      | 32.55 | EXD      | 8/29/1997  | 40 |

|          |       |   |            |                                |       |                |            |    |
|----------|-------|---|------------|--------------------------------|-------|----------------|------------|----|
| 7/7/2006 | B6263 | F | 3/29/1963  | Human Resources Analyst I      | 27.4  | EXD            | 11/3/2001  | 40 |
| 7/7/2006 | P0951 | M | 5/20/1954  | Sheriff's Captain              | 59.38 | EXC_SAF        | 4/4/1977   | 40 |
| 7/7/2006 | P1006 | F | 7/13/1961  | Executive Secretary II         | 21.49 | EXD_C07        | 3/13/1989  | 40 |
| 7/7/2006 | B5316 | M | 6/17/1970  | SBCERA Investment Officer      | 51.97 | EXB            | 8/25/2001  | 40 |
| 7/7/2006 | P1274 | F | 8/29/1956  | Court Personnel Analyst        | 34.32 | CRT_EXD        | 2/19/2005  | 40 |
| 7/7/2006 | P1301 | F | 11/21/1951 | Human Resources Analyst I      | 32.55 | EXD            | 2/25/1991  | 40 |
| 7/7/2006 | C5693 | F | 1/2/1966   | Chief,SBCERA Member&Admin Svcs | 49.44 | EXC            | 3/20/2004  | 40 |
| 7/7/2006 | P1371 | M | 7/21/1947  | Deputy Chief Probation Officer | 57.34 | EXC            | 12/21/1974 | 40 |
| 7/7/2006 | A8947 | M | 5/3/1971   | Elective Board of Supervisors  | 47.63 | ELC            | 12/4/2000  | 40 |
| 7/7/2006 | P1377 | M | 6/13/1952  | Director of Regional Parks     | 57.95 | EXB            | 2/28/1977  | 40 |
| 7/7/2006 | P1417 | M | 10/8/1953  | Sheriff's Captain              | 59.38 | EXC_SAF        | 1/5/1976   | 40 |
| 7/7/2006 | P1470 | M | 9/4/1952   | Sheriff's DeputyChief          | 63    | EXC_SAF        | 4/4/1977   | 40 |
| 7/7/2006 | A9852 | F | 9/29/1946  | Human Resources Analyst II     | 32.55 | EXD            | 4/7/2001   | 40 |
| 7/7/2006 | P1526 | F | 5/19/1959  | Court Director of Admin Srvc   | 52.17 | CRT_EXB        | 7/8/1985   | 40 |
| 7/7/2006 | P1625 | F | 8/28/1953  | Deputy Court Executive Officer | 75.54 | CRT_EXA        | 5/1/1995   | 40 |
| 7/7/2006 | P1587 | M | 9/28/1952  | Superior Court Commissioner    | 61.35 | CTC            | 5/4/1992   | 40 |
| 7/7/2006 | P1696 | M | 7/24/1949  | BG CSA70Fire Agy Div Chf/Train | 52.55 | EXS_EXBS<br>AF | 6/23/1973  | 40 |
| 7/7/2006 | 10934 | F | 11/22/1953 | Executive Secretary II         | 23.11 | EXD_C07        | 3/27/1999  | 40 |
| 7/7/2006 | A9950 | F | 4/25/1959  | Human Resources Officer II     | 44.81 | EXC            | 4/21/2001  | 40 |
| 7/7/2006 | R0030 | F | 12/27/1949 | Executive Secretary II         | 23.11 | EXD_C07        | 6/17/1991  | 40 |
| 7/7/2006 | R2789 | F | 12/29/1967 | Exec Sec Board of Supervisors  | 24.86 | EXC            | 4/11/1998  | 40 |
| 7/7/2006 | A6912 | F | 12/11/1957 | Assoc Hosp Adm Professional Sv | 55.96 | EXC            | 6/3/2000   | 40 |
| 7/7/2006 | R0166 | M | 8/5/1957   | Elective District Attorney     | 79.21 | ELC            | 3/30/1980  | 40 |
| 7/7/2006 | R0107 | F | 7/18/1950  | Executive Secretary II         | 23.11 | EXD_C07        | 9/13/1971  | 40 |
| 7/7/2006 | C2470 | M | 4/3/1942   | Director of Behavioral Health  | 72.17 | EXB            | 9/3/2005   | 40 |
| 7/7/2006 | R2068 | M | 3/13/1966  | Cont SBIAA Operations Manag    | 36.56 | EXC            | 9/13/1993  | 40 |
| 7/7/2006 | C7557 | F | 10/5/1953  | Cont Exec Sec I - 4TH Dist     | 18.11 | OTH_EXM        | 10/20/2004 | 40 |
| 7/7/2006 | C0155 | F | 6/20/1964  | Executive Secretary III -Class | 25.5  | EXD            | 2/17/1987  | 40 |
| 7/7/2006 | D0213 | F | 7/26/1949  | Executive Secretary III-Unclas | 25.5  | EXC            | 4/30/1994  | 40 |
| 7/7/2006 | B9088 | M | 11/22/1948 | Court Purchasing Manager       | 36.95 | CRT_EXC        | 9/21/2002  | 40 |
| 7/7/2006 | R0248 | M | 5/20/1947  | Human Resources Officer II     | 40.58 | EXC            | 7/29/1991  | 40 |

|          |       |   |            |                                |       |         |            |      |
|----------|-------|---|------------|--------------------------------|-------|---------|------------|------|
| 7/7/2006 | R2703 | F | 5/24/1960  | Human Resources Analyst I      | 28.09 | EXD     | 10/27/1997 | 40   |
| 7/7/2006 | G1878 | F | 12/16/1974 | Human Resources Officer II     | 42.66 | EXC     | 3/14/1998  | 40   |
| 7/7/2006 | C9713 | M | 1/6/1982   | Cont Field Rep 1st Dist        | 18.11 | OTH_EXM | 6/25/2005  | 32   |
| 7/7/2006 | R0581 | M | 7/10/1959  | BG CSA 70 Deputy Chief, Region | 54.84 | EXS_EXB | 12/24/1983 | 40   |
| 7/7/2006 | A8953 | M | 10/1/1971  | Field Representative           | 36.78 | EXB     | 11/27/2004 | 40   |
| 7/7/2006 | B9613 | M | 3/20/1945  | Cont Field Rep 2nd District    | 33.35 | OTH_EXM | 11/19/2002 | 40   |
| 7/7/2006 | R0785 | M | 7/3/1957   | Sheriff's DeputyChief          | 65.92 | EXC_SAF | 5/17/1980  | 40   |
| 7/7/2006 | R0834 | M | 8/8/1961   | Ast District Attorney          | 83.04 | EXC     | 9/10/1990  | 40   |
| 7/7/2006 | C4826 | F | 2/6/1974   | BG Budget Officer              | 28.57 | EXS_EXD | 8/23/2003  | 40   |
| 7/7/2006 | R1898 | F | 8/16/1961  | Executive Secretary III -Class | 20.47 | EXD     | 7/29/1989  | 40   |
| 7/7/2006 | R1850 | M | 6/1/1963   | Asst Director of Risk Managemt | 40.58 | EXC     | 10/21/1991 | 40   |
| 7/7/2006 | R1741 | F | 11/13/1966 | Executive Secretary III-Unclas | 22.01 | EXC     | 9/10/1990  | 30.5 |
| 7/7/2006 | C4283 | F | 9/20/1964  | ARMC Chief Financial Officer   | 66.51 | EXC     | 5/17/2003  | 40   |
| 7/7/2006 | R1212 | M | 3/3/1961   | BG Division Manager Info Svcs  | 48.46 | EXS_EXB | 2/16/1988  | 40   |
| 7/7/2006 | R2284 | M | 12/23/1969 | Human Resources Analyst I      | 32.55 | EXD     | 3/31/1995  | 40   |
| 7/7/2006 | R1145 | M | 12/23/1961 | Code Enforcement Division Chf  | 47.06 | EXC     | 4/18/1983  | 40   |
| 7/7/2006 | R1333 | F | 9/16/1958  | Exec Sec Board of Supervisors  | 25.5  | EXC     | 12/15/1980 | 40   |
| 7/7/2006 | R1179 | F | 11/25/1952 | LAFCO Executive Officer        | 65.05 | EXB     | 8/29/1977  | 40   |
| 7/7/2006 | R2556 | M | 12/27/1955 | Cont IVDA Chief Financial Offi | 41.49 | EXB     | 12/2/1996  | 40   |
| 7/7/2006 | A8657 | F | 5/12/1978  | BG Human Resources Analyst I   | 27.94 | EXS_EXD | 11/4/2000  | 40   |
| 7/7/2006 | R1234 | F | 6/17/1950  | Executive Secretary II         | 23.69 | EXD_C07 | 11/2/1977  | 40   |
| 7/7/2006 | A4751 | F | 11/21/1963 | Administrative Analyst III     | 43.74 | EXC     | 10/9/1999  | 40   |
| 7/7/2006 | B9951 | M | 12/18/1960 | Departmental IS Manager        | 49.44 | EXC     | 2/8/2003   | 40   |
| 7/7/2006 | R1450 | F | 11/6/1949  | Executive Secretary II         | 23.11 | EXD_C07 | 6/9/1969   | 40   |
| 7/7/2006 | A8769 | M | 4/29/1974  | Deputy County Counsel IV       | 58.78 | EXC     | 11/18/2000 | 40   |
| 7/7/2006 | H1316 | F | 7/29/1949  | Planning Division Chief        | 49.44 | EXC     | 9/29/1986  | 40   |
| 7/7/2006 | S3016 | M | 2/4/1960   | Chief Deputy County Counsel    | 75.25 | EXC     | 2/14/1994  | 40   |
| 7/7/2006 | D4513 | F | 5/12/1945  | Chief Co Compliance and Ethics | 48.23 | EXC     | 4/15/2006  | 40   |
| 7/7/2006 | B9572 | F | 5/2/1974   | BG CSA 70 Human Resource Off   | 44.08 | EXS_EXC | 11/16/2002 | 40   |
| 7/7/2006 | C8404 | M | 3/4/1958   | Deputy County Counsel IV       | 58.78 | EXC     | 3/19/2005  | 40   |
| 7/7/2006 | S0087 | M | 8/3/1940   | Human Resources Analyst II     | 38.64 | EXD     | 9/10/1979  | 40   |
| 7/7/2006 | A9039 | M | 5/18/1963  | Chief of Public Defender's Adm | 43.74 | EXC     | 12/16/2000 | 40   |

|          |       |   |            |                                |       |                |            |    |
|----------|-------|---|------------|--------------------------------|-------|----------------|------------|----|
| 7/7/2006 | S0072 | M | 8/18/1963  | BG Co Fire Dept Battalion Chf  | 45.58 | EXS_EXCS<br>AF | 8/13/1983  | 40 |
| 7/7/2006 | K0552 | F | 5/9/1962   | LAFCO Deputy Clerk to Commissi | 22.01 | EXC            | 8/31/1998  | 40 |
| 7/7/2006 | S0534 | M | 3/30/1943  | Real Estate Services Manager   | 39.6  | EXC            | 10/27/1969 | 40 |
| 7/7/2006 | S0678 | M | 12/10/1954 | Deputy Director Childrens Svcs | 43.74 | EXC            | 8/10/1981  | 40 |
| 7/7/2006 | S0746 | M | 7/17/1950  | Deputy County Counsel V        | 66.51 | EXC            | 1/23/1989  | 40 |
| 7/7/2006 | S0758 | M | 10/8/1947  | Planning Division Chief        | 49.44 | EXC            | 6/8/1987   | 40 |
| 7/7/2006 | S0781 | F | 3/2/1964   | Deputy Chief Probation Officer | 54.59 | EXC            | 10/15/1985 | 40 |
| 7/7/2006 | S0774 | F | 7/21/1952  | Executive Secretary III -Class | 25.5  | EXD            | 3/19/1973  | 40 |
| 7/7/2006 | B4463 | F | 1/28/1961  | Assoc Hosp Adm Professional Sv | 55.96 | EXC            | 5/5/2001   | 40 |
| 7/7/2006 | S0879 | F | 3/18/1953  | Court Director Facilities/Plan | 52.17 | CRT_EXB        | 11/7/1977  | 40 |
| 7/7/2006 | S0922 | F | 11/28/1954 | Human Resources Officer II     | 44.81 | EXC            | 4/23/1979  | 40 |
| 7/7/2006 | S4099 | F | 8/7/1946   | Exec Sec Board of Supervisors  | 26.11 | EXC            | 4/12/1997  | 40 |
| 7/7/2006 | A8441 | F | 2/2/1964   | Court Personnel Analyst        | 38.78 | CRT_EXD        | 10/7/2000  | 40 |
| 7/7/2006 | B7086 | F | 11/26/1952 | Sprvg Judicial Staff Counsel   | 56.19 | CRT_EXD        | 1/12/2002  | 40 |
| 7/7/2006 | S1241 | F | 8/27/1946  | Grand Jury Assistant           | 30.36 | CRT_EXD        | 10/14/1968 | 40 |
| 7/7/2006 | S1252 | F | 2/13/1962  | Board of Suprvs Systems Analys | 30.98 | EXD            | 12/15/1982 | 40 |
| 7/7/2006 | S4161 | F | 7/25/1955  | Cont Executive Secretary III   | 22.01 | OTH_EXM        | 6/21/1997  | 40 |
| 7/7/2006 | D4068 | F | 7/19/1963  | Human Resources Officer I      | 37.67 | EXC            | 3/4/2006   | 40 |
| 7/7/2006 | S3702 | M | 8/1/1947   | Superior Court Commissioner    | 61.35 | CTC            | 7/17/1995  | 40 |
| 7/7/2006 | B8886 | M | 5/21/1947  | Director of Real Estate Svc    | 54.72 | EXB            | 8/10/2002  | 40 |
| 7/7/2006 | A3289 | F | 6/29/1956  | Clerk of The Board Of Supervis | 56.19 | EXB            | 7/3/1999   | 40 |
| 7/7/2006 | D3088 | F | 12/1/1960  | Field Representative           | 35.02 | EXB            | 10/15/2005 | 40 |
| 7/7/2006 | A5882 | F | 2/22/1960  | Assist Dir of Human Resources  | 66.51 | EXC            | 3/23/2002  | 40 |
| 7/7/2006 | B9845 | M | 2/26/1948  | District Attorney Chief Invest | 65.4  | EXC_SAF        | 2/22/2003  | 40 |
| 7/7/2006 | S1796 | F | 8/4/1948   | Human Resources Officer II     | 44.81 | EXC            | 10/1/1974  | 40 |
| 7/7/2006 | 10152 | F | 4/18/1963  | Deputy Dir of Regional Parks   | 36.78 | EXC            | 1/2/1999   | 40 |
| 7/7/2006 | S1948 | M | 8/25/1966  | BG Co Fire Dept Battalion Chf  | 44.48 | EXS_EXCS<br>AF | 6/1/2004   | 40 |
| 7/7/2006 | S1988 | M | 7/6/1951   | BG AssistantFireMarshal HazMat | 44.25 | EXS_EXC        | 6/18/1979  | 40 |
| 7/7/2006 | S2002 | M | 5/27/1969  | LaborRelationsFinancialAnalyst | 30.08 | EXD            | 10/17/1994 | 40 |
| 7/7/2006 | A8952 | M | 3/31/1944  | Cont Project Director 1st Dist | 35.71 | OTH_EXM        | 12/2/2000  | 40 |
| 7/7/2006 | A6233 | F | 2/14/1958  | Executive Secretary II         | 23.69 | EXD_C07        | 3/25/2000  | 40 |

|          |       |   |            |                                |       |          |            |    |
|----------|-------|---|------------|--------------------------------|-------|----------|------------|----|
| 7/7/2006 | S2350 | M | 1/8/1948   | Deputy County Counsel IV       | 61.76 | EXC      | 10/28/1985 | 40 |
| 7/7/2006 | S2366 | F | 3/30/1950  | Deputy County Counsel IV       | 61.76 | EXC      | 4/1/1976   | 40 |
| 7/7/2006 | S2427 | M | 8/5/1940   | Sheriff's Captain              | 59.38 | EXC_SAF  | 11/7/1966  | 40 |
| 7/7/2006 | S2526 | F | 11/10/1957 | Asst Auditor-Controller-Record | 58.78 | EXB      | 12/28/1991 | 40 |
| 7/7/2006 | D3978 | F | 6/22/1961  | Deputy County Counsel IV       | 55.96 | EXC      | 3/18/2006  | 40 |
| 7/7/2006 | S2924 | F | 12/14/1954 | Court District Manager         | 43.89 | CRT_EXC  | 7/2/1981   | 40 |
| 7/7/2006 | S2686 | F | 5/10/1948  | Dir. of Family&Child.Court Svc | 52.17 | CRT_EXB  | 4/29/1985  | 40 |
| 7/7/2006 | S2747 | F | 1/22/1959  | Sheriff's DeputyChief          | 65.92 | EXC_SAF  | 11/16/1981 | 40 |
|          |       |   |            |                                |       | EXS_EXCS |            |    |
| 7/7/2006 | S2886 | M | 8/16/1951  | BG Co Fire Dept Battalion Chf  | 45.58 | AF       | 6/4/1977   | 40 |
| 7/7/2006 | S2911 | M | 12/4/1946  | Assistant Sheriff              | 76.09 | EXC_SAF  | 1/9/1971   | 40 |
| 7/7/2006 | S2955 | M | 12/5/1955  | BG Water Operations Manager    | 37.5  | EXS_EXC  | 10/20/1979 | 40 |
| 7/7/2006 | S3091 | F | 11/30/1958 | Executive Secretary II         | 23.11 | EXD_C07  | 12/4/1980  | 40 |
| 7/7/2006 | S3092 | F | 7/12/1960  | Executive Secretary III -Class | 25.5  | EXD      | 5/22/1989  | 40 |
| 7/7/2006 | S3130 | F | 8/21/1952  | Court District Manager         | 39.76 | CRT_EXC  | 3/7/1984   | 40 |
| 7/7/2006 | S0899 | F | 7/11/1949  | Assistant County Counsel       | 83.04 | EXB      | 2/26/1979  | 40 |
| 7/7/2006 | A3446 | F | 4/15/1961  | Human Resources Analyst II     | 34.2  | EXD      | 7/20/1999  | 40 |
|          |       |   |            |                                |       | EXS_EXBS |            |    |
| 7/7/2006 | B5961 | M | 1/21/1950  | BG CSA 70 Fire Agy Division Ch | 52.55 | AF       | 9/8/2001   | 40 |
| 7/7/2006 | O0384 | F | 11/6/1956  | BG CSA 70 Executive Assistant  | 22.98 | EXS_EXD  | 10/20/1980 | 40 |
| 7/7/2006 | J0854 | F | 7/30/1969  | Deputy County Counsel IV       | 60.26 | EXC      | 12/29/2001 | 40 |
| 7/7/2006 | S3834 | M | 8/28/1958  | Systems Support Division Chief | 47.06 | EXC      | 4/26/1996  | 40 |
| 7/7/2006 | S3374 | M | 10/6/1943  | BG CSA 70 Dir of Special Distr | 63.58 | EXS_EXB  | 3/4/1974   | 40 |
| 7/7/2006 | S3399 | F | 5/22/1953  | Director of Transitional Ast   | 66.67 | EXB      | 1/24/1983  | 40 |
| 7/7/2006 | T1673 | F | 5/16/1977  | Court Personnel Assistant      | 16.5  | CRT_EXD  | 3/2/2005   | 40 |
| 7/7/2006 | T0031 | F | 2/15/1958  | Sheriff's Captain              | 58.03 | EXC_SAF  | 11/4/1978  | 40 |
| 7/7/2006 | T0090 | F | 1/7/1953   | Human Resources Analyst I      | 32.55 | EXD      | 11/20/1978 | 40 |
| 7/7/2006 | T0135 | M | 10/11/1957 | Sheriff's Captain              | 58.03 | EXC_SAF  | 8/23/1980  | 40 |
| 7/7/2006 | T0608 | F | 1/30/1968  | Executive Secretary II         | 23.11 | EXD_C07  | 6/18/1990  | 40 |
| 7/7/2006 | T1574 | F | 9/17/1949  | Auditor-Controller Manager     | 44.81 | EXC      | 8/18/1997  | 40 |
| 7/7/2006 | C7784 | M | 8/2/1960   | Deputy County Counsel IV       | 61.76 | EXC      | 2/5/2005   | 40 |
| 7/7/2006 | A9828 | F | 4/10/1967  | Human Resources Analyst I      | 32.55 | EXD      | 4/7/2001   | 40 |
| 7/7/2006 | T0326 | M | 1/10/1959  | Administrative Analyst III     | 44.81 | EXC      | 3/20/1982  | 40 |

|          |       |   |            |                                |        |         |            |      |
|----------|-------|---|------------|--------------------------------|--------|---------|------------|------|
| 7/7/2006 | T0667 | F | 7/16/1970  | Chief Compliance Officer -BH   | 34.2   | EXC     | 8/26/1991  | 40   |
| 7/7/2006 | T0506 | F | 7/20/1967  | Bd of Supervisor's Admn Anlyst | 42.66  | EXB     | 1/13/1992  | 40   |
| 7/7/2006 | D4329 | F | 7/6/1965   | Redevelopment Administrator    | 60.49  | EXB     | 4/1/2006   | 40   |
| 7/7/2006 | T0481 | M | 7/16/1960  | BG Division Manager, Svc Centr | 47.22  | EXS_EXB | 11/25/1985 | 40   |
| 7/7/2006 | H3194 | F | 10/28/1962 | Chief Deputy Recorder          | 42.66  | EXC     | 12/5/1998  | 40   |
| 7/7/2006 | T0513 | M | 9/3/1950   | Chief Deputy Public Defender   | 71.63  | EXC     | 4/2/1984   | 40   |
| 7/7/2006 | C7905 | F | 9/23/1967  | Cont Field Rep - 5th District  | 28.79  | EXB     | 11/27/2004 | 40   |
| 7/7/2006 | T0671 | M | 5/17/1963  | Departmental IS Manager        | 49.44  | EXC     | 11/20/1989 | 40   |
| 7/7/2006 | T0547 | M | 2/22/1945  | Deputy County Counsel IV       | 61.76  | EXC     | 1/13/1992  | 40   |
| 7/7/2006 | T1466 | F | 6/5/1960   | Executive Secretary II         | 23.69  | EXD_C07 | 7/6/1996   | 40   |
| 7/7/2006 | B9957 | M | 4/8/1956   | Superior Court Commissioner    | 61.35  | CTC     | 2/22/2003  | 40   |
| 7/7/2006 | T1576 | M | 5/20/1972  | Human Resources Officer II     | 42.66  | EXC     | 8/16/1997  | 40   |
| 7/7/2006 | P1165 | F | 8/15/1973  | Executive Secretary II         | 21.49  | EXD_C07 | 3/4/1994   | 40   |
| 7/7/2006 | T1195 | M | 1/10/1966  | DeputyChief of NetworkServices | 47.06  | EXC     | 11/15/1993 | 40   |
| 7/7/2006 | B8533 | F | 10/16/1970 | Cont Staff Assistant 2nd Dist  | 16.03  | OTH_EXM | 6/29/2002  | 32.5 |
| 7/7/2006 | B8980 | M | 8/19/1966  | Court Administrative Analyst   | 34.32  | CRT_EXD | 9/7/2002   | 40   |
| 7/7/2006 | C9728 | M | 5/30/1976  | LAFCO Analyst                  | 26.11  | EXC     | 7/23/2005  | 40   |
| 7/7/2006 | T1133 | M | 9/10/1958  | Deputy Direct Commun Devp Hous | 48.23  | EXC     | 11/10/1984 | 40   |
| 7/7/2006 | T0886 | F | 1/19/1959  | Principal Admin Analyst        | 47.06  | EXC     | 5/22/1989  | 40   |
| 7/7/2006 | T1211 | M | 12/5/1944  | Sheriff's Captain              | 59.38  | EXC_SAF | 6/26/1967  | 40   |
| 7/7/2006 | U0140 | M | 5/2/1953   | County Administrative Officer  | 117.82 | EXA_CAO | 8/29/1998  | 40   |
| 7/7/2006 | U0079 | F | 3/2/1945   | Human Resources Division Chief | 51.97  | EXC     | 1/31/1998  | 40   |
| 7/7/2006 | U0090 | F | 2/27/1956  | Executive Secretary III -Class | 24.86  | EXD     | 3/26/1979  | 40   |
| 7/7/2006 | V0755 | F | 9/12/1972  | Public Health Division Chief   | 48.23  | EXC     | 9/14/1996  | 40   |
| 7/7/2006 | A5899 | M | 6/28/1967  | Auditor-Controller Division Ch | 47.06  | EXC     | 2/26/2000  | 40   |
| 7/7/2006 | B5958 | M | 9/25/1966  | ARMC Business Development Offi | 40.58  | EXC     | 9/8/2001   | 40   |
| 7/7/2006 | B4734 | F | 1/12/1966  | Aud/Cont-Rec Project Administr | 30.98  | EXC     | 6/16/2001  | 40   |
| 7/7/2006 | A3056 | F | 3/5/1968   | BG CSA 70 Pc100 Regional Mgr   | 35.72  | EXS_EXC | 6/19/1999  | 40   |
| 7/7/2006 | D2625 | M | 9/18/1972  | Cont Field Rep 2nd District    | 33.35  | OTH_EXM | 9/3/2005   | 40   |
| 7/7/2006 | V0155 | F | 1/16/1962  | Human Resources Officer II     | 44.81  | EXC     | 2/17/1987  | 40   |
| 7/7/2006 | F0872 | F | 1/22/1955  | Court Executive Assistant      | 30.36  | CRT_EXD | 5/30/1984  | 40   |
| 7/7/2006 | A7499 | F | 4/11/1972  | Court Personnel Analyst        | 38.78  | CRT_EXD | 7/15/2000  | 40   |
| 7/7/2006 | V0160 | F | 2/26/1944  | Field Representative           | 31.75  | EXB     | 9/17/2005  | 40   |

|          |       |   |            |                                 |       |                |            |    |
|----------|-------|---|------------|---------------------------------|-------|----------------|------------|----|
| 7/7/2006 | C5063 | F | 5/5/1967   | Court Personnel Assistant       | 19.1  | CRT_EXD        | 11/15/2003 | 40 |
| 7/7/2006 | V0702 | F | 11/16/1967 | Deputy County Counsel IV        | 51.97 | EXC            | 7/11/1994  | 40 |
| 7/7/2006 | C9608 | F | 4/17/1964  | Registrar of Voters             | 57.95 | EXB            | 6/25/2005  | 40 |
| 7/7/2006 | D4443 | M | 6/27/1981  | Human Resources Analyst Trainee | 19.5  | EXD_C07        | 4/15/2006  | 40 |
| 7/7/2006 | V0768 | F | 1/10/1964  | Chief of County Counsel's Admin | 43.74 | EXC            | 9/13/1996  | 40 |
| 7/7/2006 | D3436 | F | 10/19/1954 | Human Resources Officer II      | 44.81 | EXC            | 12/10/2005 | 40 |
| 7/7/2006 | W0099 | M | 7/4/1954   | Deputy Director Children's Svcs | 44.81 | EXC            | 11/23/1987 | 40 |
| 7/7/2006 | A5166 | M | 10/30/1947 | Juvenile Court Officer          | 40.42 | CJO            | 11/20/1999 | 40 |
| 7/7/2006 | W0205 | M | 12/30/1951 | Elec Auditor-Controller/Record  | 79.42 | ELC            | 12/1/1986  | 40 |
| 7/7/2006 | W0398 | F | 7/22/1961  | Human Resources Analyst I       | 32.55 | EXD            | 1/16/1984  | 40 |
| 7/7/2006 | D3307 | M | 8/24/1948  | Child Support Chief Attorney    | 61.76 | EXC            | 11/26/2005 | 40 |
| 7/7/2006 | W0545 | M | 5/16/1955  | Sheriff's Captain               | 51.85 | EXC_SAF        | 5/5/1979   | 40 |
| 7/7/2006 | W0588 | F | 8/15/1962  | Departmental IS Manager         | 49.44 | EXC            | 8/29/1988  | 40 |
| 7/7/2006 | W2523 | F | 3/10/1954  | Executive Secretary II          | 23.69 | EXD_C07        | 2/15/1997  | 40 |
| 7/7/2006 | B6733 | M | 3/9/1947   | Director of Fleet Management    | 52.11 | EXB            | 12/15/2001 | 40 |
| 7/7/2006 | W0850 | M | 6/27/1951  | BG Co Fire Dept Battalion Chf   | 45.58 | EXS_EXCS<br>AF | 6/1/2004   | 40 |
| 7/7/2006 | W0865 | F | 7/31/1960  | Chief Deputy Clk of Brd of Sup  | 33.35 | EXC            | 2/16/1988  | 40 |
| 7/7/2006 | W0889 | M | 7/22/1951  | BG CSA 70 Fire Agy Division Ch  | 52.55 | EXS_EXBS<br>AF | 9/10/1988  | 40 |
| 7/7/2006 | W0886 | M | 9/17/1955  | Sheriff's Captain               | 47.06 | EXC_SAF        | 2/14/1987  | 40 |
| 7/7/2006 | W0926 | M | 5/24/1953  | BG Co Fire Dept Battalion Chf   | 45.58 | EXS_EXCS<br>AF | 12/18/1976 | 40 |
| 7/7/2006 | W2732 | F | 1/23/1970  | Administrative Analyst III      | 36.78 | EXC            | 7/3/1998   | 40 |



|          |       |   |            |                                |       |                |            |    |
|----------|-------|---|------------|--------------------------------|-------|----------------|------------|----|
| 7/7/2006 | A5105 | M | 7/21/1962  | Public Information Officer     | 45.92 | EXB            | 11/6/1999  | 40 |
| 7/7/2006 | A5138 | M | 4/23/1963  | BG CSA 70 Fire Agy Division Ch | 51.25 | EXS_EXBS<br>AF | 11/20/1999 | 40 |
| 7/7/2006 | W1126 | F | 10/15/1950 | BG Wastewater Operations Mgr   | 37.5  | EXS_EXC        | 11/17/1980 | 40 |
| 7/7/2006 | W2135 | F | 10/15/1955 | County Counsel Paralegal       | 25.5  | EXD_C07        | 12/14/1992 | 40 |
| 7/7/2006 | W1277 | M | 9/21/1951  | Info Services Division Chief   | 54.59 | EXC            | 11/24/1975 | 40 |
| 7/7/2006 | A4351 | F | 7/6/1953   | Executive Secretary I          | 20.47 | EXD_C07        | 8/28/1999  | 40 |
| 7/7/2006 | W2228 | F | 3/28/1956  | Sheriff's HealthServicesMgr    | 49.44 | EXC            | 9/2/1995   | 40 |
| 7/7/2006 | W1515 | M | 8/17/1957  | Sheriff's Captain              | 59.38 | EXC_SAF        | 9/7/1982   | 40 |
| 7/7/2006 | W1121 | M | 6/30/1944  | Elective Assessor              | 65.79 | ELC            | 1/3/1995   | 40 |
| 7/7/2006 | A9708 | M | 12/4/1961  | Employee Relations Chief       | 63.3  | EXC            | 3/19/2001  | 40 |
| 7/7/2006 | W1943 | F | 12/13/1965 | Executive Secretary II         | 23.69 | EXD_C07        | 11/5/1990  | 40 |
| 7/7/2006 | W2747 | M | 9/14/1967  | Human Resources Analyst II     | 32.55 | EXD            | 5/5/2001   | 40 |
| 7/7/2006 | W2243 | M | 8/1/1956   | Sheriff's Captain              | 58.03 | EXC_SAF        | 11/3/1979  | 40 |
| 7/7/2006 | W2281 | M | 8/19/1957  | Auditor-Controller Manager     | 42.66 | EXC            | 7/7/1986   | 40 |
| 7/7/2006 | W0064 | M | 8/9/1956   | SldWstMgtDivisionManager       | 53.24 | EXC            | 2/8/1993   | 40 |
| 7/7/2006 | W2143 | M | 11/25/1956 | BG Deputy Chief                | 59.12 | EXS_EXBS<br>AF | 6/26/1995  | 40 |
| 7/7/2006 | C9768 | M | 5/21/1970  | Deputy County Counsel III      | 47.06 | EXC            | 8/6/2005   | 40 |
| 7/7/2006 | Y0116 | F | 8/25/1962  | Executive Secretary II         | 23.11 | EXD_C07        | 8/11/1980  | 40 |
| 7/7/2006 | Z0161 | F | 4/11/1969  | Human Resources Analyst I      | 32.55 | EXD            | 1/7/1994   | 40 |
| 7/7/2006 | B8484 | M | 9/12/1974  | Departmental IS Manager        | 49.44 | EXC            | 6/29/2002  | 40 |

|          |       |   |           |                              |       |         |           |    |
|----------|-------|---|-----------|------------------------------|-------|---------|-----------|----|
| 7/7/2006 | D4740 | M | 5/28/1954 | Chief Deputy Public Defender | 71.63 | EXC     | 5/13/2006 | 40 |
| 7/7/2006 | Z0219 | M | 5/1/1976  | Cont Field Rep 1st District  | 27.95 | OTH_EXM | 3/1/1997  | 40 |

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LIFE INSURANCE COMPANY OF NORTH AMERICA  
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GROUP POLICY

**POLICYHOLDER:** TRUSTEE OF THE GROUP INSURANCE  
TRUST FOR EMPLOYERS IN THE PUBLIC  
ADMINISTRATION INDUSTRY

**SUBSCRIBER:** County of San Bernardino

**POLICY NUMBER:** LK-960296

**POLICY EFFECTIVE DATE:** January 24, 2004

**POLICY ANNIVERSARY DATE:** January 24

This Policy describes the terms and conditions of coverage. It is issued in Delaware and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the Insurance Company and the Policyholder have agreed to all the terms of this Policy.



Susan L. Cooper, Secretary



Gregory H. Wolf, President

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## **SCHEDULE OF BENEFITS**

### **Premium Due Date**

Premiums are due in arrears on the date coinciding with the day of the Policy Anniversary Date or the last day of the month, if earlier.

### **Classes of Eligible Employees**

On the pages following the definition of eligible employees there is a Schedule of Benefits for each Class of Eligible Employees listed below. For an explanation of these benefits, please see the Description of Benefits provision.

If an Employee is eligible under one Class of Eligible Employees and later becomes eligible under a different Class of Eligible Employees, changes in his or her insurance due to the class change will be effective on the date of the change in class.

- |         |  |
|---------|--|
| Class 1 | Active Full-time Exempt Executive County Administrator working a at least 40 hours per bi-weekly pay period.   |
| Class 2 | Active Full-time Exempt Associate County Administrator, Executive Assistant and other Exempt Employees working at least 40 hours per pay period, excluding Executive County Administrator. |

## **SCHEDULE OF BENEFITS FOR CLASS 1**

### **Eligibility Waiting Period**

For Employees hired on or before the Policy Effective Date:

The first day of the pay period following completion of one pay period.

For Employees hired after the Policy Effective Date:

The first day of the pay period following completion of one pay period.

### **Definition of Disability/Disabled**

The Employee is considered Disabled if, solely because of Injury or Sickness, he or she is:

1. unable to perform the material duties of his or her Regular Occupation; and
2. unable to earn 80% or more of his or her Indexed Earnings from working in his or her Regular Occupation.

After Disability Benefits have been payable for 24 months, the Employee is considered Disabled if, solely due to Injury or Sickness, he or she is:

1. unable to perform the material duties of any occupation for which he or she is, or may reasonably become, qualified based on education, training or experience; and
2. unable to earn 80% or more of his or her Indexed Earnings.

The Insurance Company will require proof of earnings and continued Disability.

### **Definition of Optimum Ability**

1. for the first 24 months that benefits are payable, the greatest extent of work the Employee is able to do in his or her Regular Occupation;
2. after 24 months, the greatest extent of work the Employee is able to do in any occupation based on education, training or experience.

The Employee's ability to work is based on the following:

1. medical evidence submitted by the Employee;
2. consultation with the Employee's Physician; and
3. evaluation of the Employee's ability to work by not more than three Independent Experts if required by the Insurance Company.

There is no cost to the Employee for evaluation by an Independent Expert when required by the Insurance Company to determine Optimum Ability.

The Independent Expert must be:

1. licensed, registered or certified as required by the laws of the state in which the evaluation is made; and
2. acting within the scope of that license, registration or certificate.

### **Definition of Covered Earnings**

Covered Earnings means an Employee's wage or salary as reported by the Employer for work performed for the Employer as in effect just prior to the date Disability begins. Covered Earnings are determined initially on the date an Employee applies for coverage. A change in the amount of Covered Earnings is effective on the first of the month following the change, if the Employer gives us written notice of the change and the required premium is paid.

It does not include amounts received as bonus, commissions, overtime pay or other extra compensation.

Any increase in an Employee's Covered Earnings will not be effective during a period of continuous Disability.

|                                   |  |
|-----------------------------------|--|
| <b>Elimination Period</b>         | 90 days  |
| <b>Gross Disability Benefit</b>   | The lesser of 60% of an Employee's monthly Covered Earnings rounded to the nearest dollar or the Maximum Disability Benefit. |
| <b>Maximum Disability Benefit</b> | \$5,000 per month  |
| <b>Minimum Disability Benefit</b> | The greater of \$100 or 10% of an Employee's Monthly Benefit prior to any reductions for Other Income Benefits.              |

#### **Disability Benefit Calculation**

The Disability Benefit payable to the Employee is figured using the Gross Disability Benefit, Other Income Benefits, calculation of Optimum Ability and the Return to Work Incentive. Monthly Benefits are based on a 30-day month. The Disability Benefit will be prorated if payable for any period less than a month.

During any month the Employee has no Disability Earnings, the monthly benefit payable is the Gross Disability Benefit less Other Income Benefits, and less the calculation for Optimum Ability. During any month the Employee has Disability Earnings, benefits are determined under the Return to Work Incentive. Benefits will not be less than the minimum benefit shown in the Schedule of Benefits except as provided under the section Minimum Benefit.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that an Employee receives on his or her own behalf or for dependents, or which the Employee's dependents receive because of the Employee's entitlement to Other Income Benefits.

#### *Return to Work Incentive*

During any month the Employee has Disability Earnings, his or her benefits will be calculated as follows.

The Employee's monthly benefit payable will be calculated as follows during the first 24 months disability benefits are payable and the Employee has Disability Earnings:

1. Add the Employee's Gross Disability Benefit and Disability Earnings.
2. Compare the sum from 1. to the Employee's Indexed Earnings.
3. If the sum from 1. exceeds 100% of the Employee's Indexed Earnings, then subtract the Indexed Earnings from the sum in 1.
4. The Employee's Gross Disability Benefit will be reduced by the difference from 3., as well as by Other Income Benefits and the calculation for Optimum Ability.
5. If the sum from 1. does not exceed 100% of the Employee's Indexed Earnings, the Employee's Gross Disability Benefit will be reduced by Other Income Benefits and the calculation for Optimum Ability.

After disability benefits are payable for 24 months, the monthly benefit payable is the Gross Disability Benefit reduced by Other Income Benefits, the calculation for Optimum Ability and 50% of Disability Earnings.

No Disability Benefits will be paid, and insurance will end if the Insurance Company determines the Employee is able to work under a modified work arrangement and he or she refuses to do so without Good Cause.

*Calculation for Optimum Ability*

The calculation for Optimum Ability is the earnings the Employee could earn if working at Optimum Ability, minus Disability Earnings.

**Additional Benefits**

*Cost Of Living Adjustment (COLA)*

|                         |                                       |
|-------------------------|---------------------------------------|
| Benefit Waiting Period: | After 12 Monthly Benefits are payable |
| Maximum COLA Increase:  | 3%                                    |
| COLA Increase Date:     | January 1                             |
| Maximum Benefit Period: | 5 years                               |

*Survivor Benefit*

|                         |  |
|-------------------------|--|
| Benefit Waiting Period: | After 3 Monthly Benefits are payable.  |
| Amount of Benefit:      | 100% of the sum of the last full Disability Benefit plus the amount of any Disability Earnings by which the benefit had been reduced for that month. |

|                        |   |
|------------------------|---|
| Maximum Benefit Period | A single lump sum payment equal to 3 monthly Survivor Benefits. |
|------------------------|---|

**Maximum Benefit Period**

The later of the Employee's SSNRA\* or the Maximum Benefit Period listed below.

Age When Disability Begins

Under Age 65

Age 65 to 68

Age 69 or over

Maximum Benefit Period

to age 65 (a minimum of 60 Monthly Income Benefit payments will be made).

to age 70 (a minimum of 12 Monthly Income Benefit payments will be made).

12 Monthly Income Benefit payments

\*SSNRA means the Social Security Normal Retirement Age in effect under the Social Security Normal Retirement Act on the Policy Effective Date.

**Initial Premium Rates**

\$.315 per \$100 of Covered Payroll

Covered Payroll for an Employee will mean his or her Covered Earnings for the insurance month prior to the date the determination is made. However, an Employee's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed \$8,333.



## **SCHEDULE OF BENEFITS FOR CLASS 2**

### **Eligibility Waiting Period**

For Employees hired on or before the Policy Effective Date:

The first day of the pay period following completion of one pay period.

For Employees hired after the Policy Effective Date:

The first day of the pay period following completion of one pay period.

### **Definition of Disability/Disabled**

The Employee is considered Disabled if, solely because of Injury or Sickness, he or she is:

1. unable to perform the material duties of his or her Regular Occupation; and
2. unable to earn 80% or more of his or her Indexed Earnings from working in his or her Regular Occupation.

After Disability Benefits have been payable for 24 months, the Employee is considered Disabled if, solely due to Injury or Sickness, he or she is:

1. unable to perform the material duties of any occupation for which he or she is, or may reasonably become, qualified based on education, training or experience; and
2. unable to earn 80% or more of his or her Indexed Earnings.

The Insurance Company will require proof of earnings and continued Disability.

### **Definition of Optimum Ability**

1. for the first 24 months that benefits are payable, the greatest extent of work the Employee is able to do in his or her Regular Occupation;
2. after 24 months, the greatest extent of work the Employee is able to do in any occupation based on education, training or experience.

The Employee's ability to work is based on the following:

1. medical evidence submitted by the Employee;
2. consultation with the Employee's Physician; and
3. evaluation of the Employee's ability to work by not more than three Independent Experts if required by the Insurance Company.

There is no cost to the Employee for evaluation by an Independent Expert when required by the Insurance Company to determine Optimum Ability.

The Independent Expert must be:

1. licensed, registered or certified as required by the laws of the state in which the evaluation is made; and
2. acting within the scope of that license, registration or certificate.

### **Definition of Covered Earnings**

Covered Earnings means an Employee's wage or salary as reported by the Employer for work performed for the Employer as in effect just prior to the date Disability begins. Covered Earnings are determined initially on the date an Employee applies for coverage. A change in the amount of Covered Earnings is effective on the first of the month following the change, if the Employer gives us written notice of the change and the required premium is paid.

It does not include amounts received as bonus, commissions, overtime pay or other extra compensation.

Any increase in an Employee's Covered Earnings will not be effective during a period of continuous Disability.

|                                   |  |
|-----------------------------------|--|
| <b>Elimination Period</b>         | 90 days  |
| <b>Gross Disability Benefit</b>   | The lesser of 60% of an Employee's monthly Covered Earnings rounded to the nearest dollar or the Maximum Disability Benefit. |
| <b>Maximum Disability Benefit</b> | \$3,000 per month  |
| <b>Minimum Disability Benefit</b> | The greater of \$100 or 10% of an Employee's Monthly Benefit prior to any reductions for Other Income Benefits.              |

### **Disability Benefit Calculation**

The Disability Benefit payable to the Employee is figured using the Gross Disability Benefit, Other Income Benefits, calculation of Optimum Ability and the Return to Work Incentive. Monthly Benefits are based on a 30-day month. The Disability Benefit will be prorated if payable for any period less than a month.

During any month the Employee has no Disability Earnings, the monthly benefit payable is the Gross Disability Benefit less Other Income Benefits, and less the calculation for Optimum Ability. During any month the Employee has Disability Earnings, benefits are determined under the Return to Work Incentive. Benefits will not be less than the minimum benefit shown in the Schedule of Benefits except as provided under the section Minimum Benefit.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that an Employee receives on his or her own behalf or for dependents, or which the Employee's dependents receive because of the Employee's entitlement to Other Income Benefits.

### *Return to Work Incentive*

During any month the Employee has Disability Earnings, his or her benefits will be calculated as follows.

The Employee's monthly benefit payable will be calculated as follows during the first 24 months disability benefits are payable and the Employee has Disability Earnings:

1. Add the Employee's Gross Disability Benefit and Disability Earnings.
2. Compare the sum from 1. to the Employee's Indexed Earnings.
3. If the sum from 1. exceeds 100% of the Employee's Indexed Earnings, then subtract the Indexed Earnings from the sum in 1.
4. The Employee's Gross Disability Benefit will be reduced by the difference from 3., as well as by Other Income Benefits and the calculation for Optimum Ability.
5. If the sum from 1. does not exceed 100% of the Employee's Indexed Earnings, the Employee's Gross Disability Benefit will be reduced by Other Income Benefits and the calculation for Optimum Ability.

After disability benefits are payable for 24 months, the monthly benefit payable is the Gross Disability Benefit reduced by Other Income Benefits, the calculation for Optimum Ability and 50% of Disability Earnings.

No Disability Benefits will be paid, and insurance will end if the Insurance Company determines the Employee is able to work under a modified work arrangement and he or she refuses to do so without Good Cause.

*Calculation for Optimum Ability*

The calculation for Optimum Ability is the earnings the Employee could earn if working at Optimum Ability, minus Disability Earnings.

**Additional Benefits**

*Cost Of Living Adjustment (COLA)*

|                         |                                       |
|-------------------------|---------------------------------------|
| Benefit Waiting Period: | After 12 Monthly Benefits are payable |
| Maximum COLA Increase:  | 3%                                    |
| COLA Increase Date:     | January 1                             |
| Maximum Benefit Period: | 5 years                               |

*Survivor Benefit*

|                         |  |
|-------------------------|--|
| Benefit Waiting Period: | After 3 Monthly Benefits are payable.  |
| Amount of Benefit:      | 100% of the sum of the last full Disability Benefit plus the amount of any Disability Earnings by which the benefit had been reduced for that month. |

|                        |   |
|------------------------|---|
| Maximum Benefit Period | A single lump sum payment equal to 3 monthly Survivor Benefits. |
|------------------------|---|

**Maximum Benefit Period**

The later of the Employee's SSNRA\* or the Maximum Benefit Period listed below.

Age When Disability Begins

Under Age 65

Age 65 to 68

Age 69 or over

Maximum Benefit Period

to age 65 (a minimum of 60 Monthly Income Benefit payments will be made).

to age 70 (a minimum of 12 Monthly Income Benefit payments will be made).

12 Monthly Income Benefit payments

\*SSNRA means the Social Security Normal Retirement Age in effect under the Social Security Normal Retirement Act on the Policy Effective Date.

**Initial Premium Rates**

\$.315 per \$100 of Covered Payroll

Covered Payroll for an Employee will mean his or her Covered Earnings for the insurance month prior to the date the determination is made. However, an Employee's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed \$5,000.

TL-004774

## **ELIGIBILITY FOR INSURANCE**

An Employee in one of the Classes of Eligible Employees shown in the Schedule of Benefits is eligible to be insured on the Policy Effective Date, or the day after he or she completes the Eligibility Waiting Period, if later. The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

Except as noted in the Reinstatement Provision, if an Employee terminates coverage and later wishes to reapply, or if a former Employee is rehired, a new Eligibility Waiting Period must be satisfied. An Employee is not required to satisfy a new Eligibility Waiting Period if insurance ends because he or she is no longer in a Class of Eligible Employees, but continues to be employed and within one year becomes a member of an eligible class.

TL-004710

## **EFFECTIVE DATE OF INSURANCE**

An Employee will be insured on the date he or she becomes eligible, if the Employee is not required to contribute to the cost of this insurance.

If an Employee is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to any occupation for the Employer on a Full-time basis.

TL-004712

## **TERMINATION OF INSURANCE**

An Employee's coverage will end on the earliest of the following dates:

1. the date the Employee is eligible for coverage under a plan intended to replace this coverage;
2. the date the Policy is terminated;
3. the date the Employee is no longer in an eligible class;
4. the day after the end of the period for which premiums are paid;
5. the date the Employee is no longer in Active Service;
6. the date benefits end for failure to comply with the terms and conditions of the Policy.

Disability Benefits will be payable to an Employee who is entitled to receive Disability Benefits when the Policy terminates, if he or she remains disabled and meets the requirements of the Policy. Any period of Disability, regardless of cause, that begins when the Employee is eligible under another group disability coverage provided by any employer, will not be covered.

TL-007505.00

## **CONTINUATION OF INSURANCE**

This Continuation of Insurance provision modifies the Termination of Insurance provision to allow insurance to continue under certain circumstances if the Insured Employee is no longer in Active Service. Insurance that is continued under this provision is subject to all other terms of the Termination of Insurance provisions.

Disability Insurance continues if an Employee's Active Service ends due to a Disability for which benefits under the Policy are or may become payable. Premiums for the Employee will be waived while Disability Benefits are payable. If the Employee does not return to Active Service, this insurance ends when the Disability ends or when benefits are no longer payable, whichever occurs first.

If an Employee's Active Service ends due to personal or family medical leave approved timely by the Employer, insurance will continue for an Employee for up to 12 weeks, if the required premium is paid when due.

If an Employee's Active Service ends due to any leave of absence approved in writing by the Employer prior to the date the Employee ceases work insurance will continue for an Employee until the end of the month in which the leave begins if the required premium is paid. An approved leave of absence does not include layoff or termination of employment.

If an Employee's Active Service ends due to any other excused short term absence from work that is reported to the Employer timely in accordance with the Employer's reporting requirements for such short term absence, insurance for an Employee will continue until the earlier of:

- a. the date the Employee's employment relationship with the Employer terminates;
- b. the date premiums are not paid when due;
- c. the end of the 30 day period that begins with the first day of such excused absence;
- d. the end of the period for which such short term absence is excused by the Employer.

Notwithstanding any other provision of this policy, if an Employee's Active Service ends due to layoff, termination of employment, or any other termination of the employment relationship, insurance will terminate and Continuation of Insurance under this provision will not apply.

If an Employee's insurance is continued pursuant to this Continuation of Insurance provision, and he or she becomes Disabled during such period of continuation, Disability Benefits will not begin until the later of the date the Elimination Period is satisfied or the date he or she is scheduled to return to Active Service.

TL-004716

### **TAKEOVER PROVISION**

This provision applies only to Employees eligible under this Policy who were covered for long term disability coverage on the day prior to the effective date of this Policy under the Prior Plan provided by the Policyholder or by an entity that has been acquired by the Policyholder.

- A. This section A applies to Employees who are not in Active Service on the day prior to the effective date of this Policy due to a reason for which the Prior Plan and this Policy both provide for continuation of insurance. If required premium is paid when due, the Insurance Company will insure an Employee to which this section applies against a disability that occurs after the effective date of this Policy for the affected employee group. This coverage will be provided until the earlier of the date: (a) the employee returns to Active Service, (b) continuation of insurance under the Prior Plan would end but for termination of that plan; or (c) the date continuation of insurance under this Policy would end if computed from the first day the employee was not in Active Service. The Policy will provide this coverage as follows:
  1. If benefits for a disability are covered under the Prior Plan, no benefits are payable under this Plan.
  2. If the disability is not a covered disability under the Prior Plan solely because the plan terminated, benefits payable under this Policy for that disability will be the lesser of: (a) the disability benefits that would have been payable under the Prior Plan; and (b) those provided by this Policy. Credit will be given for partial completion under the Prior Plan of Elimination Periods and partial satisfaction of pre-existing condition limitations.
- B. The Elimination Period under this Policy will be waived for a Disability which begins while the Employee is insured under this Policy if all of the following conditions are met:

1. The Disability results from the same or related causes as a Disability for which monthly benefits were payable under the Prior Plan;
  2. Benefits are not payable for the Disability under the Prior Plan solely because it is not in effect;
  3. An Elimination Period would not apply to the Disability if the Prior Plan had not ended;
  4. The Disability begins within 6 months of the Employee's return to Active Service and the Employee's insurance under this Policy is continuous from this Policy's Effective Date.
- C. Except for any amount of benefit in excess of a Prior Plan's benefits, the Pre-existing Condition Limitation will not apply to an Employee covered under a Prior Plan who satisfied the pre-existing condition limitation, if any, under that plan. If an Employee, covered under a Prior Plan, did not fully satisfy the pre-existing condition limitation of that plan, credit will be given for any time that was satisfied

Benefits will be determined based on the lesser of: (1) the amount of the gross disability benefit under the Prior Plan and any applicable maximums; and (2) those provided by this Policy.

If benefits are payable under the Prior Plan for the Disability, no benefits are payable under this Policy.

TL-005108

## **DESCRIPTION OF BENEFITS**

The following provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits to each class of Insureds.

### **Disability Benefits**

The Insurance Company will pay Disability Benefits if an Employee becomes Disabled while covered under this Policy. The Employee must satisfy the Elimination Period, be under the Appropriate Care of a Physician, and meet all the other terms and conditions of the Policy. He or she must provide the Insurance Company, at his or her own expense, satisfactory proof of Disability before benefits will be paid. The Disability Benefit is shown in the Schedule of Benefits.

The Insurance Company will require continued proof of the Employee's Disability for benefits to continue.

### **Elimination Period**

The Elimination Period is the period of time an Employee must be continuously Disabled before Disability Benefits are payable. The Elimination Period is shown in the Schedule of Benefits.

A period of Disability is not continuous if separate periods of Disability result from unrelated causes.

### **Disability Benefit Calculation**

The Disability Benefit Calculation is shown in the Schedule of Benefits. Monthly Disability Benefits are based on a 30 day period. They will be prorated if payable for any period less than a month. If an Employee is working while Disabled, the Disability Benefit Calculation will be the Return to Work Incentive.

### **Return to Work Incentive**

The Return to Work Incentive is shown in the Schedule of Benefits. An Employee may work for wage or profit while Disabled. In any month in which the Employee works and a Disability Benefit is payable, the Return to Work Incentive applies.

The Insurance Company will, from time to time, review the Employee's status and will require satisfactory proof of earnings and continued Disability.

**Minimum Benefit**

The Insurance Company will pay the Minimum Benefit shown in the Schedule of Benefits despite any reductions made for Other Income Benefits. The Minimum Benefit will not apply if benefits are being withheld to recover an overpayment of benefits.

**Other Income Benefits**

An Employee for whom Disability Benefits are payable under this Policy may be eligible for benefits from Other Income Benefits. If so, the Insurance Company may reduce the Disability Benefits by the amount of such Other Income Benefits.

Other Income Benefits include:

1. any amounts received (or assumed to be received\*) by the Employee or his or her dependents under:
  - the Canada and Quebec Pension Plans;
  - the Railroad Retirement Act;
  - any local, state, provincial or federal government disability or retirement plan or law payable for Injury or Sickness provided as a result of employment with the Employer;
  - any work loss provision in mandatory "No-Fault" auto insurance.
2. any Social Security disability or retirement benefits the Employee or any third party receives (or is assumed to receive\*) on his or her own behalf or for his or her dependents; or which his or her dependents receive (or are assumed to receive\*) because of his or her entitlement to such benefits.
3. any Retirement Plan benefits funded by the Employer. "Retirement Plan" means any defined benefit or defined contribution plan sponsored or funded by the Employer. It does not include an individual deferred compensation agreement; a profit sharing or any other retirement or savings plan maintained in addition to a defined benefit or other defined contribution pension plan, or any employee savings plan including a thrift, stock option or stock bonus plan, individual retirement account or 401(k) plan.
4. any proceeds payable under any franchise or group insurance or similar plan. If other insurance applies to the same claim for Disability, and contains the same or similar provision for reduction because of other insurance, the Insurance Company will pay for its pro rata share of the total claim. "Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.
5. any amounts received (or assumed to be received\*) by the Employee or his or her dependents under any workers' compensation, occupational disease, unemployment compensation law or similar state or federal law payable for Injury or Sickness arising out of work with the Employer, including all permanent and temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted.
6. any amounts paid because of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.

Dependents include any person who receives (or is assumed to receive\*) benefits under any applicable law because of an Employee's entitlement to benefits.

\*See the Assumed Receipt of Benefits provision.

***Increases in Other Income Benefits***

Any increase in Other Income Benefits during a period of Disability due to a cost of living adjustment will not be considered in calculating the Employee's Disability Benefits after the first reduction is made for any Other Income Benefits. This section does not apply to any cost of living adjustment for Disability Earnings.

### *Lump Sum Payments*

Other Income Benefits or earnings paid in a lump sum will be prorated over the period for which the sum is given. If no time is stated, the lump sum will be prorated over five years.

If no specific allocation of a lump sum payment is made, then the total payment will be an Other Income Benefit.

### *Assumed Receipt of Benefits*

The Insurance Company will assume the Employee (and his or her dependents, if applicable) are receiving benefits for which they are eligible from Other Income Benefits. The Insurance Company will reduce the Employee's Disability Benefits by the amount from Other Income Benefits it estimates are payable to the Employee and his or her dependents.

The Insurance Company will waive Assumed Receipt of Benefits, except for Disability Earnings for work the Employee performs while Disability Benefits are payable, if the Employee:

1. provides satisfactory proof of application for Other Income Benefits;
2. signs a Reimbursement Agreement;
3. provides satisfactory proof that all appeals for Other Income Benefits have been made unless the Insurance Company determines that further appeals are not likely to succeed; and
4. submits satisfactory proof that Other Income Benefits were denied.

The Insurance Company will not assume receipt of any pension or retirement benefits that are actuarially reduced according to applicable law, until the Employee actually receives them.

### *Social Security Assistance*

The Insurance Company may help the Employee in applying for Social Security Disability Income (SSDI) Benefits, and may require the Employee to file an appeal if it believes a reversal of a prior decision is possible.

The Insurance Company will reduce Disability Benefits by the amount it estimates the Employee will receive, if the Employee refuses to cooperate with or participate in the Social Security Assistance Program.

### **Recovery of Overpayment**

The Insurance Company has the right to recover any benefits it has overpaid. The Insurance Company may use any or all of the following to recover an overpayment:

1. request a lump sum payment of the overpaid amount;
2. reduce any amounts payable under this Policy; and/or
3. take any appropriate collection activity available to it.

The Minimum Benefit amount will not apply when Disability Benefits are reduced in order to recover any overpayment.

If an overpayment is due when the Employee dies, any benefits payable under the Policy will be reduced to recover the overpayment.

### **Successive Periods of Disability**

A separate period of Disability will be considered continuous:

1. if it results from the same or related causes as a prior Disability for which benefits were payable; and
2. if, after receiving Disability Benefits, the Employee returns to work in his Regular Occupation for less than 6 consecutive months; and



3. if the Employee earns less than the percentage of Indexed Earnings that would still qualify him or her to meet the definition of Disability/Disabled during at least one month.

Any later period of Disability, regardless of cause, that begins when the Employee is eligible for coverage under another group disability plan provided by any employer will not be considered a continuous period of Disability.

For any separate period of disability which is not considered continuous, the Employee must satisfy a new Elimination Period.

## **LIMITATIONS**

### **Limited Benefit Periods**

The Insurance Company will pay Disability Benefits on a limited basis during an Employee's lifetime for a Disability caused by, or contributed to by, any one or more of the following conditions. Once 24 monthly Disability Benefits have been paid, no further benefits will be payable for any of the following conditions.

1. Alcoholism
2. Anxiety disorders
3. Delusional (paranoid) disorders
4. Depressive disorders
5. Drug addiction or abuse
6. Eating disorders
7. Mental illness
8. Somatoform disorders (psychosomatic illness)

If, before reaching his or her lifetime maximum benefit, an Employee is confined in a hospital for more than 14 consecutive days, that period of confinement will not count against his or her lifetime limit. The confinement must be for the Appropriate Care of any of the conditions listed above.

### **Pre-Existing Condition Limitation**

The Insurance Company will not pay benefits for any period of Disability caused or contributed to by, or resulting from, a Pre-existing Condition. A "Pre-existing Condition" means any Injury or Sickness for which the Employee incurred expenses, received medical treatment, care or services including diagnostic measures, took prescribed drugs or medicines, or for which a reasonable person would have consulted a Physician within 3 months before his or her most recent effective date of insurance.

The Pre-existing Condition Limitation will apply to any added benefits or increases in benefits. This limitation will not apply to a period of Disability that begins after an Employee is covered for at least 12 months after his or her most recent effective date of insurance, or the effective date of any added or increased benefits.

TL-007500.00

## **ADDITIONAL BENEFITS**

### **Rehabilitation During a Period of Disability**

If the Insurance Company determines that a Disabled Employee is a suitable candidate for rehabilitation, the Insurance Company may require the Employee to participate in a Rehabilitation Plan and assessment at our expense. The Insurance Company has the sole discretion to approve the Employee's participation in a Rehabilitation Plan and to approve a program as a Rehabilitation Plan. The Insurance Company will work with the Employee, the Employer and the Employee's Physician and others, as appropriate, to perform the assessment, develop a Rehabilitation Plan, and discuss return to work opportunities.

The Rehabilitation Plan may, at the Insurance Company's discretion, allow for payment of the Employee's medical expense, education expense, moving expense, accommodation expense or family care expense while he or she participates in the program.

If an Employee fails to fully cooperate in all required phases of the Rehabilitation Plan and assessment without Good Cause, no Disability Benefits will be paid, and insurance will end.

### **Spouse Rehabilitation Benefit**

While an Employee is Disabled, his or her Spouse may, at the option of the Insurance Company, be eligible to participate in a Spouse Rehabilitation Plan. To be eligible, the following conditions must be met:

1. the Employee must be continuously Disabled for 12 months;
2. his or her Spouse's earnings must be 60% or less than the Employee's Covered Earnings; and
3. his or her Spouse must be determined by the Insurance Company to be a suitable candidate for rehabilitation.

"Spouse," as used in this provision, means the Employee's lawful Spouse living with him or her on the date the Employee's Disability begins. The Spouse Rehabilitation Plan will end if the Employee's Spouse is no longer living with the Employee.

The Spouse's Rehabilitation Plan may include, at the Insurance Company's discretion, payment of the Spouse's education expense, reasonable job placement expenses and moving expenses. It may also include family care expenses, if necessary, for his or her Spouse to be retrained under the Rehabilitation Plan.

Disability Benefits will be reduced by 50% of his or her Spouse's earnings from participation in the Rehabilitation Plan. If his or her Spouse was working before the Spouse Rehabilitation Plan begins, Disability Benefits will be reduced by 50% of the increase in income that results from his or her Spouse's participation in the Spouse Rehabilitation Plan.

TL-007501.00

### **Cost of Living Adjustment (COLA) Benefit**

Each year the Insurance Company will increase an Employee's Disability Benefit after he or she has been continuously Disabled for the COLA Benefit Waiting Period. The increase will be the lesser of the annual increase in the Consumer Price Index (CPI-W) during the preceding calendar year or the COLA Increase shown in the Schedule of Benefits.

The increase will become effective on the COLA Adjustment Date and will be payable for the Maximum Period for COLA Benefits. This benefit does not apply to the Disability Minimum or Maximum Benefit. It does not apply to the formula used to determine Work Incentive Benefits, if any.

TL-005101

### **Survivor Benefit**

The Insurance Company will pay a Survivor Benefit if an Employee dies while Monthly Benefits are payable. The Employee must have been continuously Disabled for the Survivor Benefit Waiting Period before the first benefit is payable. These benefits will be payable for the Maximum Benefit Period for Survivor Benefits.

Benefits will be paid to the Employee's Spouse. If there is no Spouse, benefits will be paid in equal shares to the Employee's surviving Children. If there are no Spouse and no Children, no benefits will be paid.

"Spouse" means an Employee's lawful spouse. "Children" means an Employee's unmarried children under age 21 who are chiefly dependent upon the Employee for support and maintenance. The term includes a stepchild living with the Employee at the time of his or her death.

TL-005107

### **TERMINATION OF DISABILITY BENEFITS**

Benefits will end on the earliest of the following dates:

1. the date the Employee earns from any occupation, more than the percentage of Indexed Earnings set forth in the definition of Disability applicable to him or her at that time;
2. the date the Insurance Company determines he or she is not Disabled;
3. the end of the Maximum Benefit Period;
4. the date the Employee dies;
5. the date the Employee refuses, without Good Cause, to fully cooperate in all required phases of the Rehabilitation Plan and assessment;
6. the date the Employee is no longer receiving Appropriate Care;
7. the date the Employee fails to cooperate with the Insurance Company in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Benefits may be resumed if the Employee begins to cooperate fully in the Rehabilitation Plan within 30 days of the date benefits terminated.

TL-007502.00

### **EXCLUSIONS**

The Insurance Company will not pay any Disability Benefits for a Disability that results, directly or indirectly, from:

1. suicide, attempted suicide, or self-inflicted injury while sane or insane.
2. war or any act of war, whether or not declared.
3. active participation in a riot.
4. commission of a felony.
5. the revocation, restriction or non-renewal of an Employee's license, permit or certification necessary to perform the duties of his or her occupation unless due solely to Injury or Sickness otherwise covered by the Policy.

In addition, the Insurance Company will not pay Disability Benefits for any period of Disability during which the Employee is incarcerated in a penal or corrections institution.

TL-007503.00

### **CLAIM PROVISIONS**

#### **Notice of Claim**

Written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Notice should include the Employer's Name, the Policy Number and the claimant's name and address.

**Claim Forms**

When the Insurance Company receives notice of claim, the Insurance Company will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by the Insurance Company, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, of the nature and extent of the loss.

**Claimant Cooperation Provision**

Failure of a claimant to cooperate with the Insurance Company in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

**Insurance Data**

The Employer is required to cooperate with the Insurance Company in the review of claims and applications for coverage. Any information the Insurance Company provides in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

**Proof of Loss**

Written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 90 days after the date of the loss for which a claim is made. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is not given in that 90 day period, the claim will not be invalidated nor reduced if it is shown that it was given as soon as was reasonably possible. In any case, written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given not more than one year after that 90 day period. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is provided outside of these time limits, the claim will be denied. These time limits will not apply while the person making the claim lacks legal capacity.

Written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, that the loss continues must be furnished to the Insurance Company at intervals required by us. Within 30 days of a request, written proof of continued Disability and Appropriate Care by a Physician must be given to the Insurance Company.

**Time of Payment**

Disability Benefits will be paid at regular intervals of not less frequently than once a month. Any balance, unpaid at the end of any period for which the Insurance Company is liable, will be paid at that time.

**To Whom Payable**

Disability Benefits will be paid to the Employee. If any person to whom benefits are payable is a minor or, in the opinion of the Insurance Company, is not able to give a valid receipt, such payment will be made to his or her legal guardian. However, if no request for payment has been made by the legal guardian, the Insurance Company may, at its option, make payment to the person or institution appearing to have assumed custody and support.

If an Employee dies while any Disability Benefits remain unpaid, the Insurance Company may, at its option, make direct payment to any of the following living relatives of the Employee: spouse, mother, father, children, brothers or sisters; or to the executors or administrators of the Employee's estate. The Insurance Company may reduce the amount payable by any indebtedness due.

Payment in the manner described above will release the Insurance Company from all liability for any payment made.

**Physical Examination and Autopsy**

The Insurance Company, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Insurance Company may, at its expense, require an autopsy unless prohibited by law.

**Legal Actions**

No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time satisfactory proof of loss is required to be furnished.

**Time Limitations**

If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which the Employee lives when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

**Physician/Patient Relationship**

The Insured will have the right to choose any Physician who is practicing legally. The Insurance Company will in no way disturb the Physician/patient relationship.

TL-004724

**ADMINISTRATIVE PROVISIONS****Premiums**

The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

**Changes in Premium Rates**

The premium rates may be changed by the Insurance Company from time to time with at least 31 days advance written notice. No change in rates will be made until 36 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, the Insurance Company reserves the right to change the rates even during a period for which the rate is guaranteed if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated company or eligible class is added or deleted from the Policy.
3. There is a change in the factors bearing on the risk assumed.
4. Any federal or state law or regulation is amended to the extent it affects the Insurance Company's benefit obligation.
5. The Insurance Company determines that the Employer has failed to promptly furnish any necessary information requested by the Insurance Company, or has failed to perform any other obligations in relation to the Policy.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

**Reporting Requirements**

The Employer must, upon request, give the Insurance Company any information required to determine who is insured, the amount of insurance in force and any other information needed to administer the plan of insurance.

**Payment of Premium**

The first premium is due on the Policy Effective Date. After that, premiums will be due monthly unless the Employer and the Insurance Company agree on some other method of premium payment.

If any premium is not paid when due, the plan will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

**Notice of Cancellation**

The Employer or the Insurance Company may cancel the Policy as of any Premium Due Date by giving 31 days advance written notice. If a premium is not paid when due, the Policy will automatically be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

**Policy Grace Period**

A Policy Grace Period of 31 days will be granted for the payment of the required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Employer is liable to the Insurance Company for any unpaid premium for the time this Policy was in force.

**Reinstatement of Insurance**

An Employee's insurance may be reinstated if it ends because the Employee is on an unpaid leave of absence.

An Employee's insurance may be reinstated only if reinstatement occurs within 12 weeks from the date insurance ends due to an Employer approved unpaid leave of absence or must be returning from military service pursuant to the Uniformed Services Employment Act of 1994 (USERRA). For insurance to be reinstated the following conditions must be met.

1. An Employee must be in a Class of Eligible Employees.
2. The required premium must be paid.
3. A written request for reinstatement must be received by the Insurance Company within 31 days from the date an Employee returns to Active Service.

Reinstated insurance will be effective on the date the Employee returns to Active Service. If an Employee did not fully satisfy the Eligibility Waiting Period or the Pre-Existing Condition Limitation (if any) before insurance ended due to an unpaid leave of absence, credit will be given for any time that was satisfied.

TL-004720

**GENERAL PROVISIONS****Entire Contract**

The entire contract will be made up of the Policy, the application of the Employer, a copy of which is attached to the Policy, and the applications, if any, of the Insureds.

**Incontestability**

All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested except for fraud or eligibility for coverage.

**Misstatement of Age**

If an Insured's age has been misstated, the Insurance Company will adjust all benefits to the amounts that would have been purchased for the correct age.

**Policy Changes**

No change in the Policy will be valid until approved by an executive officer of the Insurance Company. This approval must be endorsed on, or attached to, the Policy. No agent may change the Policy or waive any of its provisions.

**Workers' Compensation Insurance**

The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance Law.

**Certificates**

A certificate of insurance will be delivered to the Employer for delivery to Insureds. Each certificate will list the benefits, conditions and limits of the Policy. It will state to whom benefits will be paid.

**Assignment of Benefits**

The Insurance Company will not be affected by the assignment of an Insured's certificate until the original assignment or a certified copy of the assignment is filed with the Insurance Company. The Insurance Company will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force provided insurance under the Policy is in effect. This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.

**Clerical Error**

A person's insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

**Agency**

The Employer and Plan Administrator are agents of the Employee for transactions relating to insurance under the Policy. The Insurance Company is not liable for any of their acts or omissions.

TL-004726

**DEFINITIONS**

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

**Active Service**

An employee is in Active Service on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. The Employee is performing his or her regular occupation for the Employer on a full-time basis. He or she must be working at one of the Employer's usual places of business or at some location to which the employer's business requires an Employee to travel.
2. The day is a scheduled holiday or vacation day and the Employee was performing his or her regular occupation on the preceding scheduled work day.

An Employee is in Active Service on a day which is not one of the Employer's scheduled work days only if he or she was in Active Service on the preceding scheduled work day.

**Appropriate Care**

Appropriate Care means the determination of an accurate and medically supported diagnosis of the Employee's Disability by a Physician, or a plan established by a Physician of ongoing medical treatment and care of the Disability that conforms to generally accepted medical standards, including frequency of treatment and care.

**Consumer Price Index (CPI-W)**

The Consumer Price Index for Urban Wage Earners and Clerical Workers published by the U.S. Department of Labor. If the index is discontinued or changed, another nationally published index that is comparable to the CPI-W will be used.

**Disability Earnings**

Any wage or salary for any work performed for any employer during the Employee's Disability, including commissions, bonus, overtime pay or other extra compensation.

**Employee**

For eligibility purposes, an Employee is an employee of the Employer in one of the "Classes of Eligible Employees." Otherwise, Employee means an employee of the Employer who is insured under the Policy.

**Employer**

The Employer who has subscribed to the Policyholder and for the benefit of whose Employees this policy has been issued. The Employer, named as the Subscriber on the front of this Policy, includes any affiliates or subsidiaries covered under the Policy. The Employer is acting as an agent of the Insured for transactions relating to this insurance. The actions of the Employer shall not be considered the actions of the Insurance Company.

**Full-time**

Full-time means the number of hours set by the Employer as a regular work day for Employees in the Employee's eligibility class.

**Good Cause**

A medical reason preventing participation in the Rehabilitation Plan. Satisfactory proof of Good Cause must be provided to the Insurance Company.

**Indexed Earnings**

For the first 12 months Monthly Benefits are payable, Indexed Earnings will be equal to Covered Earnings. After 12 Monthly Benefits are payable, Indexed Earnings will be an Employee's Covered Earnings plus an increase applied on each anniversary of the date Monthly Benefits became payable. The amount of each increase will be the lesser of:

1. 10% of the Employee's Indexed Earnings during the preceding year of Disability; or
2. the rate of increase in the Consumer Price Index (CPI-W) during the preceding calendar year.

**Injury**

Any accidental loss or bodily harm which results directly and independently of all other causes from an Accident.

**Insurability Requirement**

An eligible person will satisfy the Insurability Requirement for an amount of coverage on the day the Insurance Company agrees in writing to accept him or her as insured for that amount. To determine a person's acceptability for coverage, the Insurance Company will require evidence of good health and may require it be provided at the Employee's expense.

**Insurance Company**

The Insurance Company underwriting the Policy is named on the Policy cover page.



**Insured**

A person who is eligible for insurance under the Policy, for whom insurance is elected, the required premium is paid and coverage is in force under the Policy.

**Physician**

Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include an Employee, an Employee's spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of an Employee or spouse, or a person living in an Employee's household.

**Prior Plan**

The Prior Plan refers to the plan of insurance providing similar benefits sponsored by the Employer in effect directly prior to the Policy Effective Date. A Prior Plan will include the plan of a company in effect on the day prior to that company's addition to this Policy after the Policy Effective Date.

**Regular Occupation**

The occupation the Employee routinely performs at the time the Disability begins. In evaluating the Disability, the Insurance Company will consider the duties of the occupation as it is normally performed in the general labor market in the national economy. It is not work tasks that are performed for a specific employer or at a specific location.

**Rehabilitation Plan**

A written plan designed to enable the Employee to return to work. The Rehabilitation Plan will consist of one or more of the following phases:

1. rehabilitation, under which the Insurance Company may provide, arrange or authorize educational, vocational or physical rehabilitation or other appropriate services;
2. work, which may include modified work and work on a part-time basis.

**Sickness**

Any physical or mental illness.

TL-007500.00

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
PHILADELPHIA, PA 19192-2235**

We, TRUSTEE OF THE GROUP INSURANCE TRUST FOR EMPLOYERS IN THE PUBLIC ADMINISTRATION INDUSTRY, whose main office address is Wilmington, Delaware hereby apply on behalf of County of San Bernardino to the LIFE INSURANCE COMPANY OF NORTH AMERICA for Group Policy No. LK-960296.

We approve and accept the terms of this Group Policy.

This application is to be signed in duplicate. One part is to be attached to the Group Policy; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This application supersedes any previous application for this Group Policy.

TRUSTEE OF THE GROUP INSURANCE TRUST  
FOR EMPLOYERS IN THE PUBLIC ADMINISTRATION INDUSTRY  
(Full or Corporate Name of Applicant)

Signed at: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature and Title)

On: \_\_\_\_\_ Witness: \_\_\_\_\_  
(To be signed by Licensed Resident Agent where required by law)  
(This Copy Is To Remain Attached To The Policy)

TL-004778

**LIFE INSURANCE COMPANY OF NORTH AMERICA  
PHILADELPHIA, PA 19192-2235**

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TRUSTEE OF THE GROUP INSURANCE TRUST  
FOR EMPLOYERS IN THE PUBLIC ADMINISTRATION INDUSTRY  
(Full or Corporate Name of Applicant)

Signed at: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature and Title)

On: \_\_\_\_\_ Witness: \_\_\_\_\_  
(To be signed by Licensed Resident Agent where required by law)  
(This Copy Is To Be Returned To Us)

TL-004778